**Terms of Use**

**Amazon**

Conditions of Use

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**YOUR ACCOUNT**

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You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Amazon reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

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All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

**RETURNS, REFUNDS AND TITLE**

Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Amazon does not take title to the refunded item. For more information about our returns and refunds, please see our [Returns Center](https://www.amazon.com/returns) .

**PRODUCT DESCRIPTIONS**

Amazon attempts to be as accurate as possible. However, Amazon does not warrant that product descriptions or other content of any Amazon Service is accurate, complete, reliable, current, or error-free. If a product offered by Amazon itself is not as described, your sole remedy is to return it in unused condition.

**PRICING**

"List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. We regularly check List Prices against prices recently found on Amazon and other retailers. Certain products may have a "Was Price" displayed, which is determined using recent price history of the product on Amazon.

With respect to items sold by Amazon, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Amazon is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Other merchants may follow different policies in the event of a mispriced item.

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**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial**. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

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By using any Amazon Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon.

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Please review our other policies, such as our [pricing policy](https://www.amazon.com/gp/help/customer/display.html/?nodeId=468502), posted on this site. These policies also govern your use of Amazon Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

**OUR ADDRESS**

Amazon.com, Inc.

P.O. Box 81226

Seattle, WA 98108-1226

[https://www.amazon.com](https://www.amazon.com/)

**ADDITIONAL AMAZON SOFTWARE TERMS**

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1. **Use of the Amazon Software.** You may use Amazon Software solely for purposes of enabling you to use the Amazon Services as provided by Amazon, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Amazon Software in whole or in part. All software used in any Amazon Service is the property of Amazon or its software suppliers and is protected by United States and international copyright laws.
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4. **Updates.** We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.
5. **Government End Users.** If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under these Conditions of Use.
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Amazon.com, Inc.

Corporation Service Company

300 Deschutes Way SW, Suite 304

Tumwater, WA 98501

Attn: Legal Department – Legal Process

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information; the name, e-mail, and physical address of a seller for seller information; device serial number for Amazon devices; and IP address and complete time stamps.

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If you believe that your intellectual property rights have been infringed, please submit your complaint using our online [form](https://www.amazon.com/gp/help/reports/infringement). This form may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims.

We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

We offer the following alternative to our online form for copyright complaints only. You may submit written claims of copyright infringement to our Copyright Agent at:

Copyright Agent

Amazon.com Legal Department

P.O. Box 81226

Seattle, WA 98108

phone: (206) 266-4064

e-mail: copyright@amazon.com

Courier address:

Copyright Agent

Amazon.com Legal Department

2021 7th Avenue

Seattle, WA 98121

USA

Kaspersky

**Terms of Use**

ATTENTION! Before registering and connecting, please carefully read the Terms of Use of My Kaspersky and Kaspersky Small Office Security Management Console (hereinafter referred to as the "Software solution"), the rights to which belong to AO Kaspersky Lab (hereinafter referred to as the "Rightholder"). The Software solution refers to the Rightholder's websites, online resources, and software installed in the Rightholder's infrastructure that is used via websites.

Creating an account in the Software solution and use of the Software solution implies your unconditional consent to the terms presented below and with the description contained in the [My Kaspersky Help](https://help.kaspersky.com/KPC/1.0/en-US/index.htm) and [Kaspersky Small Office Security Management Console Help](https://help.kaspersky.com/KSOS/ManagementConsole/en-US/index.htm) User Manuals and implies that you accept these Terms of Use on your own behalf or on behalf of your child. If you do not consent to the specified terms, you must not create an account in the Software solution or use the Software solution.

To use the Software solution, you must create an account on the Rightholder's websites [https://my.kaspersky.com](https://my.kaspersky.com/) or [https://ksos.kaspersky.com](https://ksos.kaspersky.com/).

**Conditions regarding data processing**

Please read the conditions of the section "Conditions regarding data processing." This section describes data received from you and/or from your Computer and the manner by which the Rightholder will process data for the performance of these Terms of Use. If the Software solution is used within a legal entity or on the computer used by several individuals, you must ensure that they have understood and accepted the conditions of the section "Conditions regarding data processing" before they use the Software solution.

1. For the Rightholder to fulfill their obligations under these Terms of Use, the Rightholder needs to receive and process information described in the section "Conditions regarding data processing" Clause 1 for the declared purposes. Such information may be considered personal according to applicable laws of certain countries.

**Providing you with the core functionality of the Software solution (applicable to My Kaspersky and Kaspersky Small Office Security Management Console)**

The core functionality of the Software solution as described in the User Manual is to manage purchased licenses, remotely control the security level of your computers, and obtain technical support. To provide this core functionality, while you are using the Software solution the Rightholder has to receive from your device and process the following information:

* + Email address under which the user account is registered; unique ID of the user on the website; email address of the user invited to jointly use the license; unique ID of the user invited to jointly use the license; additional name in the user account; additional name in the account of the user invited to jointly use the license; country and language of the user account;
  + Country, region, time zone of the user; unique ID of the CAPTCHA prompted from the user; type of CAPTCHA displayed to the user; user response to the CAPTCHA prompt; IMEI, IP address; one-time code sent by SMS; password in an encrypted form accessible only for authorization functionality; notification functionality token, authorization functionality token;
  + Information from the console of the remote app administration component: Security issues on the device, their descriptions, statuses of the issues, unique ID of the device, device type, device name, date and time when the device accessed the Internet, type of operating system;
  + Type of command sent in the Anti-Theft component management console for securing lost mobile devices; ID of the event in the Anti-Theft component management console; photos taken in the Anti-Theft component management console; user message sent to the locked screen of the lost mobile device from the Anti-Theft component management console;
  + App activation code, app ID, app version, app name, internal license ID; license settings: activation date, expiration date, product name, number of devices and users, license type;
  + City, index, latitude, longitude, country telephone code, VK and Facebook user account information permitted by the user for transfer, type of bank card, last 4 digits of the bank card number, additional name in the user account;
  + File sent to Technical Support; ID and description of the problem for communications with Technical Support; ID of the request to Technical Support, product ID, product name, product version, ID of the software solution.

**Providing you with the capability to purchase the Rightholder’s products (applicable to My Kaspersky)**

This functionality of the Software solution as described in the User Manual is to provide the capability to purchase the Rightholder’s products. To provide this functionality, while you are using the Software solution the Rightholder has to receive from your device and process the following information:

* + Rate plans of products, country and language of the account, product ID, product version, ID of the software solution; information about the purchase (order ID, list of purchased products, currency of the purchase, payment method, discount, user account language, user country, discount coupon, purchase total, tax on the purchase, ID of the basket in the e-commerce system, purchase ID).

You also agree that the Software solution may store, accumulate, process, and display the following information to improve the quality of Software solutions provided by the Rightholder:

* + Type of command sent in the Anti-Theft component management console for securing lost mobile devices; app activation code, app ID, app version, country, region, country telephone code, unique ID of the device, device name, email address of the user, IP address, internal license ID, unique ID of the user, country and language of the account, time zone of the user; addresses of the Software solution pages accessed by the user; ID of the functional component in the Software solution; license settings: Activation date, expiration date, product, number of devices and users, license type;
  + Type of browser, browser version, type of operating system, operating system version, product ID, product version, unique ID of the downloaded app, version of the mobile NET protocol, mobile operator, browser support for cookie files, JS files, audio and video files; device productivity, screen resolution, screen width and height;
  + Not applicable to the Kaspersky Small Office Security Management Console: ID of the basket in the e-commerce system, purchase ID.

A portion of the provided information may be sent to the user's email (type and term of the license, activation code, and names of devices using the license) at the request of the user.

Information about created profiles and accounts, added and/or purchased licenses and connected apps is also accessible to administrators of the Software solution for the purposes of processing requests sent to Technical Support and to ensure proper operation of the Software solution.

1. The Rightholder also processes data in a form that does not, on its own, permit direct association with any specific individual. You can find the list of such data and purposes of their processing in the in the My Kaspersky Help and Kaspersky Small Office Security Management Console Help User Manuals.
2. If you decide not to provide the information necessary for the Rightholder to perform its obligations under these Terms of Use as indicated in the section "Conditions regarding data processing," you do not agree to the conditions of this Terms of Use. In this case, please do not register the account in the Software solution and do not use the Software solution.
3. When you provide your data through the Software solution to the Rightholder, the Rightholder handles it according to its Privacy Policy, which describes, in particular, the manner by which the Rightholder protects your data, where the Rightholder processes your data, and your rights as the data subject. You can find and read its complete content at <https://www.kaspersky.com/web-privacy-policy>.

**General terms**

If you have an active license, you have the right to receive technical support (by phone and/or via the Internet) during the period of use of the Software solution.

During your use of the Software solution, it is prohibited to:

* research, scan, or test the vulnerability of the Software solution or any associated system or network, or disrupt the security measures or authentication checks used in connection with the Software solution or such systems and networks;
* decode, decompile, disassemble or reverse engineer any software used to provide the Software solution;
* inflict harm or pose a threat to other users in any way, or hinder or attempt to hinder the access of any user, host, or network to the Software solution, including through dissemination of a virus, overload, flooding, spam, or email bombing;
* send spam, advertisements, or announcements about products or services;
* falsely identify yourself, your company or affiliate as any other individual or legal entity;
* use the Software solution for the purposes of receiving profit from other individuals or entities;
* connect devices of other users who did not authorize the account owner to administer their devices (applications of the Rightholder on the devices), including acceptance of all necessary agreements;
* allow or assist any other individual or entity in committing any of the actions described above.

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Contact information:  
This information can be found on our [Contact information](https://www.kaspersky.com/about/contact) page.

Signal Messenger

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* [Terms of Service](https://signal.org/legal/#terms-of-service)
* [Privacy Policy](https://signal.org/legal/#privacy-policy)

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**About our services**

**Minimum Age.** You must be at least 13 years old to use our Services. The minimum age to use our Services without parental approval may be higher in your home country.

**Account Registration.** To create an account you must register for our Services using your phone number. You agree to receive text messages and phone calls (from us or our third-party providers) with verification codes to register for our Services.

**Privacy of user data.** Signal does not sell, rent or monetize your personal data or content in any way – ever.

Please read our [Privacy Policy](https://signal.org/legal/#privacy-policy) to understand how we safeguard the information you provide when using our Services. For the purpose of operating our Services, you agree to our data practices as described in our Privacy Policy, as well as the transfer of your encrypted information and metadata to the United States and other countries where we have or use facilities, service providers or partners. Examples would be Third Party Providers sending you a verification code and processing your support tickets.

**Software.** In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.

**Fees and Taxes.** You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

**Using Signal**

**Our Terms and Policies.** You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

**Legal and Acceptable Use.** You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of Signal, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, and auto-dialing.

**Harm to Signal.** You must not (or assist others to) access, use, modify, distribute, transfer, or exploit our Services in unauthorized manners, or in ways that harm Signal, our Services, or systems. For example you must not (a) gain or try to gain unauthorized access to our Services or systems; (b) disrupt the integrity or performance of our Services; (c) create accounts for our Services through unauthorized or automated means; (d) collect information about our users in any unauthorized manner; or (e) sell, rent, or charge for our Services.

**Keeping Your Account Secure.** Signal embraces privacy by design and does not have the ability to access your messages. You are responsible for keeping your device and your Signal account safe and secure. If you lose your phone, follow the steps on our Support site to re-register for our Services. When you register with a new device, your old device will stop receiving all messages and calls.

**No Access to Emergency Services.** Our Services do not provide access to emergency service providers like the police, fire department, hospitals, or other public safety organizations. Make sure you can contact emergency service providers through a mobile, fixed-line telephone, or other service.

**Third-party services.** Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

**Your Rights and License with Signal**

**Your Rights.** You own the information you submit through our Services. You must have the rights to the phone number you use to sign up for your Signal account.

**Signal’s Rights.** We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission. To report copyright, trademark, or other intellectual property infringement, please contact abuse@signal.org.

**Signal’s License to You.** Signal grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

**Disclaimers and Limitations**

**Disclaimers.** YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. SIGNAL DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, “SIGNAL PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

**Limitation of liability.** THE SIGNAL PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE SIGNAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS ($100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE SIGNAL PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**Availability of Our Services.** Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.

**Resolving Disputes and Ending Terms**

**Resolving disputes.** You agree to resolve any Claim you have with us relating to or arising out of our Terms, us, or our Services exclusively in the United States District Court for the Northern District of California or a state court in San Mateo County, California. You also agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such disputes. The laws of the State of California govern our Terms, as well as any disputes, whether in court or arbitration, which might arise between Signal and you, without regard to conflict of law provisions.

**Ending these Terms.** You may end these Terms with Signal at any time by deleting Signal Messenger from your device and discontinuing use of our Services. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for Signal. The following provisions will survive termination of your relationship with Signal: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Resolving dispute,” “Availability” and “Ending these Terms,” and “General”.

**General**

Signal may update the Terms from time to time. When we update our Terms, we will update the “Last Modified” date associated with the updated Terms. Your continued use of our Services confirms your acceptance of our updated Terms and supersedes any prior Terms. You will comply with all applicable export control and trade sanctions laws. Our Terms cover the entire agreement between you and Signal regarding our Services. If you do not agree with our Terms, you should stop using our Services.

If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them. If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. If you have specific questions about these Terms, please contact us at privacy@signal.org.

**Privacy Policy**

Signal utilizes state-of-the-art security and end-to-end encryption to provide private messaging and Internet calling services to users worldwide (“Services”). Your calls and messages are always encrypted, so they can never be shared or viewed by anyone but yourself and the intended recipients.

**Information you provide**

**Account Information.** You register a phone number when you create a Signal account. Phone numbers are used to provide our Services to you and other Signal users. You may optionally add other information to your account, such as a profile name and profile picture. This information is [end-to-end encrypted](https://signal.org/blog/signal-profiles-beta/).

**Messages.** Signal cannot decrypt or otherwise access the content of your messages or calls. Signal queues end-to-end encrypted messages on its servers for delivery to devices that are temporarily offline (e.g. a phone whose battery has died). Your message history is stored on your own devices.

Additional technical information is stored on our servers, including randomly generated authentication tokens, keys, push tokens, and other material that is necessary to establish calls and transmit messages. Signal limits this additional technical information to the minimum required to operate the Services.

**Contacts.** Signal can optionally discover which contacts in your address book are Signal users, using a service designed to protect the privacy of your contacts. Information from the contacts on your device may be cryptographically hashed and transmitted to the server in order to [determine which of your contacts are registered](https://signal.org/blog/contact-discovery/).

**User Support.** If you contact Signal User Support, any personal data you may share with us is kept only for the purposes of researching the issue and contacting you about your case.

**Managing your information.** You can manage your personal information in Signal’s application Settings. For example, you can update your profile information or choose to enable additional privacy features like a Registration Lock PIN.

**Information we may share**

**Third Parties.** We work with third parties to provide some of our Services. For example, our Third-Party Providers send a verification code to your phone number when you register for our Services. These providers are bound by their Privacy Policies to safeguard that information. If you use other Third-Party Services like YouTube, Spotify, Giphy, etc. in connection with our Services, their Terms and Privacy Policies govern your use of those services.

**Other instances where Signal may need to share your data**

* To meet any applicable law, regulation, legal process or enforceable governmental request.
* To enforce applicable Terms, including investigation of potential violations.
* To detect, prevent, or otherwise address fraud, security, or technical issues.
* To protect against harm to the rights, property, or safety of Signal, our users, or the public as required or permitted by law.

**Updates**

We will update this privacy policy as needed so that it is current, accurate, and as clear as possible. Your continued use of our Services confirms your acceptance of our updated Privacy Policy.

**Terms**

Please also read our [Terms](https://signal.org/legal/#terms-of-service) which also governs the terms of this Privacy Policy.

**Contact Us**

If you have questions about our Privacy Policy please contact us at privacy@signal.org. Attn: Privacy Signal Messenger, LLC 650 Castro Street, Suite 120-223 Mountain View, CA 94041

Effective as of May 25, 2018

Updated May 25, 2018

Paypal

This user agreement will be effective for all users as of July 31, 2020.

Welcome to PayPal!

These are the terms and conditions of the contract between you and PayPal Pte. Ltd. ("PayPal") governing your use of your PayPal account and the PayPal services, which we call our user agreement. It applies only to Swiss PayPal accounts.

If you are an individual, you must be a resident of Switzerland and at least 18 years old and have full legal capacity to enter into a contract to open a PayPal account and use the PayPal services.  If you are a business, the business must be registered in Switzerland.

To use the PayPal services you need to open a PayPal account. By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement. You also agree to comply with the following additional documents and each of the other documents on the [**Legal Agreements**](https://www.paypal.com/ch/webapps/mpp/ua/legalhub-full) page that apply to you:

* [**Fees page**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1)
* [**Privacy Statement**](https://www.paypal.com/ch/webapps/mpp/ua/privacy-full)
* [**Acceptable Use Policy**](https://www.paypal.com/ch/webapps/mpp/ua/acceptableuse-full)
* [**Alternative Payment Methods Agreement**](https://www.paypal.com/ch/webapps/mpp/ua/apm-tnc)

All future changes notified in the [**Policy Update**](https://www.paypal.com/ch/webapps/mpp/ua/upcoming-policies-full) already published on the “Legal Agreements” page.

Please read carefully all of the terms and conditions of this user agreement and each of the other documents that apply to you.

We may revise this user agreement and any of the documents listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities we will post a notice on the [**Policy Updates**](https://www.paypal.com/ch/webapps/mpp/ua/upcoming-policies-full) page of our website and provide notice to you of at least 14 days. By continuing to use our services after any changes to this user agreement take effect, you agree to be bound by those changes. If you do not agree with any changes, you may close your account before the changes take effect.

Information about us and our service

PayPal’s main business is the issuance of electronic money and the provision of payment services using that electronic money.

This user agreement, together with other legal terms and legally required disclosures relating to your use of our service will be made available to you at all times on the PayPal website (typically located on the “Legal Agreements” page). We may also send this information to you.

You may request a copy of any legally required disclosures (including this user agreement and the Key Payment and Service Information) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail).

**Opening an account**

We offer two types of PayPal accounts: personal accounts and business accounts.

**Personal accounts**

With a personal account you can send and request money from friends and family and pay online for purchases.

Holders of certain existing personal accounts may be required to upgrade their accounts (which may include providing further information to PayPal) in order to be able to use all of the current functionality available in a personal account.

To use your PayPal account primarily to sell things, you must open a business account or convert your personal account to a business account.

**Business accounts**

Business accounts are for people and organizations (whether incorporated or not) that primarily use PayPal to receive online payments for sales or donations.

Business accounts may be subject to fees that differ from the fees applicable to personal accounts. See our [**Fees**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for further details.

**By opening a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose.**

**Commercial Entity Status**

If the activity through your business account reaches certain thresholds or involves certain business segments or activities, you are required by the card networks to agree to [**Commercial Entity Agreements**](https://www.paypal.com/ch/webapps/mpp/ua/ceagreement-full) directly with our processing partners to allow you to continue accepting card-funded payments. In this case, these [**Commercial Entity Agreements**](https://www.paypal.com/ch/webapps/mpp/ua/ceagreement-full) will apply to any payment processed by PayPal on your behalf in addition to this user agreement.

**Safe use of your PayPal account**

You should take reasonable steps to stop your PayPal account being misused. You must maintain adequate security and control of any and all devices, items, IDs, passwords and personal identification numbers / codes that you use to access your PayPal account and the PayPal services.

You must comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe.

We may require you to authenticate any instruction relating to your account (i.e. give us the information that we need to be sure that it’s you giving us the instruction, such as submitting your correct log-in information – this could include your e-mail address and password) and otherwise successfully log into your PayPal account to provide to us your instruction.

You must keep your postal address, email address and other contact information current in your PayPal account profile.

You may expressly grant, remove and manage permissions for some third parties to take certain actions on your behalf. In some cases you can do this when logged into your account – in other cases you can do this directly with the third party. You acknowledge that if you grant permission for a third party to take actions on your behalf, we may disclose certain information about your Account to this third party.

You may permit third party service providers licensed by applicable law to:

* Provide account information services to access information about your account on your behalf.
* Confirm whether an amount necessary for the execution of a card-based payment transaction is available on your account
* Provide payment initiation services to initiate payments from your account on your behalf.

Granting permission to any third party to access your account in any way does not relieve you of any of your responsibilities under this user agreement. You are liable to us for the actions that you authorize the third parties to carry out. You will not hold us responsible for, and you will indemnify us from, any liability arising from the actions or inactions of such third parties in connection with the permissions you granted, subject to your mandatory legal rights.

Closing Your PayPal Account

You can close your account at any time. See the [**PayPal Help Center**](https://www.paypal.com/ch/smarthelp/home) for how to do this.

We may close your account at our convenience by providing you with two months’ prior notice. We may also close your account at any time if:

1. You are in breach of this user agreement and/or we are otherwise entitled to close your account under this user agreement-
2. You do not access your account for three years-
3. We suspect that your account has been accessed without your authorization.

Where we decide to close your account we will provide you with notice of account closure and where practicable, the reasons for closing your account, together with the ability to withdraw any undisputed funds that we are holding.

When your account is closed:

* This user agreement terminates immediately, except that this user agreement survives termination to the extent and for so long as we require to deal with the closure of your account and to comply with applicable laws and regulations.
* We may cancel any pending transactions and you will forfeit any balances associated with special funding arrangements.
* We may suspend, limit or terminate your access to or use of our services, websites, software, systems (including any networks and servers used to provide any of the services) operated by us or on our behalf or some or all of the services.
* You will remain liable for all outstanding obligations under this user agreement related to your account prior to closure.
* We may keep your account information in our database for the purpose of fulfilling our legal obligations.
* We may retain your electronic money after closure to the extent and for the time we reasonably require to protect us and/or any third party against the risk of reversals, fees, fines, penalties and other liabilities of whatever nature. After this time you will be able to withdraw any undisputed funds that we are holding. Please [**Contact Us**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#comms1) if you have any questions about funds held in your account on closure.

**If you are the legal representative of an incapacitated or deceased account holder, please**[**Contact Us**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#comms1)**for assistance.**

In the event that we decide to discontinue any of our services or any portion or feature of our services for any reason, we will give you at least 60 days’ prior notice before discontinuing the service or feature, unless we determine in good faith that:

* The service or feature must be discontinued sooner as required by law or a third-party relationship.
* Doing so could create a security risk or substantial economic or material technical burden.

Linking and Unlinking a Funding Source

All money in your account is legally termed “electronic money”.

You can use a funding source as a way to pay us to obtain electronic money in your account or to receive withdrawals from your account, as further outlined in this user agreement (see in particular [**Adding or Withdrawing Money**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#withdraw1) and [**Funding your Payment**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#fund-payment1).

You can link or unlink a credit card, debit card, a prepaid card (where available) a bank account or PayPal Credit (where available) to your PayPal account as a funding source. We may limit the availability of your funding sources to manage our risk.

Please keep your funding source information current (e.g. credit card number and expiration date). If this information changes, we may update it using information and third-party sources available to us without any action on your part. If you do not want us to update your card information, you may contact your issuer to request this or remove your funding source from your PayPal account. If we update your funding source, we will keep any preference setting attached to that funding source. You may choose to confirm your card or bank account, so that we can verify that the card or bank account is valid and that you are its owner. We may allow you to do this by following the Link and Confirm Card process (for cards) or the Bank Confirmation process (for bank accounts) or other processes which we may notify to you or which we may publish from time to time.

**Your continuous permission for us to charge your funding sources**

By linking a funding source to your PayPal account, you give us continuous permission to automatically charge that funding source (subject to this user agreement and the terms of any mandate (e.g. bank direct debit) used by the provider of that funding source to set up and maintain that authority) for the required value of the electronic money:

* To cover:
  + The payment amount (plus all transaction fees payable to us) when you use your account to send a payment to another user.
* To top up your account when you use the "Add Funds" functionality account interface.

We may charge the funding source again if the previous attempt failed. If you cancel any continuous permission from your funding source, you will reimburse us for the value of any electronic money we’ve already issued for which a charge from that funding source remains outstanding.

You can stop the permission by unlinking the funding source from your PayPal account.

**Risk of reversals to your funding source**

When we receive a payment from your funding source we may store the resulting electronic money in your [**reserve account**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#reserve-account1) for as long as we have reason to believe that there is risk of reversal by the funding source provider. This is because we do not have all the information necessary to place the funds from your payment at your disposal in your [**PayPal balance**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#pp-balance1) while there is such a risk of reversal.

Holding and using a PayPal balance

Consumer advisory - The PayPal payment service is regarded as a stored value facility under Singapore law.

PayPal Pte. Ltd., the Holder of the PayPal stored value facility, does not require the approval of the Monetary Authority of Singapore. Consumers (users) are advised to read these terms and conditions carefully.

We may store and move the money in your account in and between:

* The [**PayPal balance**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#pp-balance1) and
* the [**reserve account**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#reserve-account1),

at any given time subject further to this user agreement.

**PayPal balance**

The operational part of your account contains your PayPal balance, which is the balance of money available for payments or withdrawals.

When you use our payment service to pay another user, you instruct us to transfer the money from your PayPal balance to the recipient’s account.

You need to have enough PayPal balance in cleared funds to cover the amount of any payment you make and the transaction fees you owe us at the time of the payment. Other requirements also apply – see the section [**Making a Payment**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#make-payment1) below. If you have insufficient PayPal balance or have chosen a preferred funding source you are also requesting us to obtain funds on your behalf from your applicable funding source and issue electronic money to your PayPal balance for your payment to be made.

When you withdraw your money you need to have enough PayPal balance to cover the value of any withdrawal at the time of the withdrawal.

See [**Adding or Withdrawing Money**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#withdraw1) to know how to get a PayPal balance and how to withdraw it.

If your PayPal balance shows a negative amount, this is the net amount you owe to us at the given time.

**Reserve account**

Money marked in your account overview as “pending”, “uncleared”, “held” or otherwise restricted or limited at any given time is held in the part of your account which acts as a reserve account. You cannot access and use money stored in the reserve account.

Adding or Withdrawing Money

**Adding money**

To get electronic money into your account you can, subject further to this user agreement:

* accept a payment in your account from someone else. We may charge you [**fees**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for this; or
* obtain electronic money from us by paying us an equivalent amount.

You can obtain electronic money from us by:

* automatically using your applicable funding source(s) to cover the amount of the payments that you instruct us to send to other users (and the transaction fees payable by you to us).; or
* manually using the “Add Funds” function available from your account interface to pay us or instructing us to charge your funding source for the electronic money.

The execution of any payment to us from your funding source provider is your funding source provider’s legal responsibility. We have no control over how long the payment to us will take.

**Withdrawing money**

If you have a PayPal balance, you may withdraw any amount by transferring it to your nominated funding source linked to your PayPal account, as we may allow from time to time. This could include your bank account or debit or credit card, depending on the country in which your PayPal account is registered.

When you instruct us to withdraw any amount of your PayPal balance, subject further to this user agreement we will:

* convert the electronic money to money that we can transfer to your nominated funding source; and
* instruct our own bank to transfer that money to your nominated funding source.

We aim to send the withdrawal payment instruction to our bank by the end of the next Business Day (“Business Day” means a day on which banks in Singapore are open to the general public). if there are no other delays subject to this user agreement. Once our bank receives our payment instruction, we have no control over how long the payment to you will take to complete. At this point, our bank, your funding source provider and the payment systems that they rely on take over responsibility for getting the money to your nominated funding source and this can affect the time it takes for you to receive your money. We may allow you to withdraw the money by transferring the money to:

* an eligible bank account (where we make this available) through:
  + a standard transfer to your bank account linked to your account (this withdrawal/redemption functionality is sometimes known as “transfer to bank”); or
  + an Instant Transfer to your bank account linked to your account.  
    We may allow the above transfers to be made through the debit card attached to that bank account.
* your branded MasterCard or Visa card (where we make this available).

[**Fees**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) apply to withdrawals. We will also disclose to you the fees in advance each time you initiate such a withdrawal.

The funding source (for example, bank account or card) into which you request the withdrawal must be denominated in the original opening currency of your account or another currency that PayPal supports for withdrawals in your country of residence.

You may only withdraw PayPal balance in the opening currency of your account, unless we agree otherwise. In order to withdraw PayPal balance held in another currency you will have to convert the currency to the opening currency of your account, or it will be converted for you at the time of your withdrawal. Our transaction exchange rate will be used.

This means that if you withdraw:

* a PayPal balance held in a currency other than the original opening currency of your account, you will be charged a fee for the conversion into your original opening currency; and
* to a funding source (for example, bank account or card) denominated in a currency other than the original opening currency of your account, you will be charged a fee for the conversion into the currency in which the funding source is denominated.

To protect you, our other users and us from loss and to allow us to comply with our anti-money laundering and other legal obligations, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorized the withdrawal or if payments to your PayPal account have been subject to a reversal (for example, as a result of a chargeback, bank reversal or dispute by a buyer). If we place a [**limitation**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#holds-limits-reserves1) on your PayPal account, a payment is subject to a hold, or your account or an associated account has a negative balance in any currency while a withdrawal from your PayPal account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off.

We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your PayPal account. You must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview) to lift your withdrawal limit.

Managing Your Money in Multiple Currencies

When you open your account, it is configured for use with the opening currency of your account.

The opening currency of your account is Swiss francs (CHF).

We may configure your account further so that you can use it to store money and send and receive payments in currencies other than the opening currency of your account. If you hold a PayPal balance, we may allow you to convert it to balance in another currency.

If your PayPal balance is not enough to cover the amount of a payment you instruct us to make in a particular currency, we may perform a currency conversion from any PayPal balance in another currency to cover the shortfall. There may be some restrictions on where you can send payments in certain currencies.

We may allow you to choose the way in which your account treats and/or converts payments received in currencies other than the opening currency of your account. To receive money in a currency other than the opening currency of your account, it may be necessary to create a balance in that currency or convert the money into another currency that we allow you to hold.

Payments in certain currencies can only be received by automatic conversion of the money into another currency that we allow you to hold.

If you receive a payment from anyone who doesn’t have a PayPal account and that payment is in a currency which your account is not currently configured to use, we may automatically convert the amount received into a currency that your account is configured to use at the time the payment is made.

Please see the [**Withdrawing Money**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#withdraw1) section above to see how withdrawals in different currencies can be made.

If one of the currency balances in your account shows that you owe us an amount of funds for any reason, we may set off the amount you owe us by using funds you maintain in a different currency balance or by deducting amounts you owe us from money you receive into your account, or money you attempt to withdraw or send from your account, or in a different account, and by deducting funds from any withdrawals you attempt to make. If, for a period of 21 Days, you have a PayPal balance that reflects an amount owing to us that is not in Swiss francs, we may convert the amount you owe us to Swiss francs.

We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform.

You are responsible for all risks associated with maintaining multiple currencies in a PayPal account. You may not manage or convert currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that we determine is primarily for the purpose of gaining or making money based on currency conversion rates. We may hold, cancel, or reverse any transaction we determine to violate this policy.

**How we convert currency**

If PayPal converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange.

The transaction exchange rate is adjusted regularly and includes a [**currency conversion fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#currency-conversion1) applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior Business Day; or, if required by law or regulation, set at the relevant government reference rate(s).

We may make a transaction exchange rate (including our [**currency conversion fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#currency-conversion1)) available for your review during your transaction. If you complete the transaction, that transaction exchange rate may apply to the payment for the transaction whenever it is processed; or that rate may be valid only if the payment for that transaction is processed within a limited time, as stated during the transaction. After that limited time, we may use the transaction exchange rate in effect at the time the transaction is processed, or not perform the currency conversion.

If you have authorized a payment under a billing agreement, and we perform currency conversion for that payment, we will use the transaction exchange rate in effect at the time the payment transaction is processed. The transaction exchange rate for each payment under a billing agreement may vary.

We may provide you access to a “Currency Converter” tool to see what transaction exchange rate (including our [**currency conversion fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#currency-conversion1)) may apply for certain currency conversions. Any rates shown using the Currency Converter tool only apply at the time you use the tool and are subject to change.

**Currency conversion choices**

When your payment is funded by a debit or credit card and PayPal determines currency conversion is necessary, you consent to and authorize us to convert the currency in place of your debit or credit card issuer.

You may have the right to have your card issuer convert the currency of the card payment into the currency in which you send the payment from your PayPal account, if applicable for that card issuer and network. This selection may be presented to you in various forms, including a choice of which currency is used for the transaction, whether we or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

PayPal will always perform the conversion for transactions where you use existing balance or your linked bank account is the funding source.

If PayPal determines currency conversion is necessary for a transaction that also requires a backup funding source to be chosen, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on the payment from your backup funding source.

Where a currency conversion is offered at the point of sale by the merchant, not by PayPal, and you choose to authorize the payment transaction on the basis of the merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

Account Statements and Requesting Account Records

Unless your Account is restricted you may view and download your PayPal account statement by logging into your PayPal account. You agree to review your transactions through your PayPal account history instead of receiving periodic statements by email.

Key information relating to your payments will be provided to you via e-mail and your transaction history will also be updated and made available to you at any time by logging into your account. You can also access a downloadable report from your PayPal account. This will show all fees incurred and any other amounts charged to your PayPal account in the relevant period. The report will only be updated and made available if there has been any activity on your PayPal account or any fees have been incurred in the relevant period. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy.

We reserve the right to charge a [**fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for providing you with additional information or for providing the transaction history and other information about [**fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1)s in a different way but we won’t charge you for records requested in connection with your good-faith assertion of an error in your PayPal account.

Fees

We charge fees for our services as set out on the [**fees page**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for Switzerland.

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through or imposed by us.

You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of our services.

We may deduct our fees from your PayPal balance. We may deduct our transaction-related fees from the amounts we transfer before those funds are credited to your PayPal balance.

We will provide you with the details of the amounts you receive and our fees charged either by e-mail or in your transaction history (which you can access by logging into your account).

If your payment requires you to pay a fee to us, we may disclose that fee to you when you provide your payment instruction to us.

You cannot set off or deduct any amounts from our fees.

We may make a charge for any additional services we provide outside this user agreement. We will tell you of those charges when you ask for the service.

If you are a merchant and you wish to apply for (and retain) our volume-based tiered merchant rate, the terms of the [**merchant rate**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#merchant-rate1) in the [**Receiving Payments**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#receive-payment1) section below apply.

Making A Payment

General provisions for making a payment

**Your payment instruction**

We may allow you to provide your payment instruction to us in any way which we may notify to you from time to time. The way in which you provide your payment instruction can depend on the type of payment you are making – for example:

* If you are paying for a purchase or making a donation, many sellers and/or fund collectors allow you to provide your payment instruction to us in a dedicated PayPal checkout or other PayPal payment collection integration on their site.
* You can use the “Send Money” feature when you log into your PayPal account to send a payment to someone.

We may require you to authenticate your instruction (i.e. give us the information that we need to be sure that it’s you giving us the instruction, such as submitting your correct log-in information – this could include your e-mail address and password) and otherwise successfully log into your PayPal account to provide to us your payment instruction.

**Cancelling your payment instruction**

Once you provide you payment instruction to us, you may not cancel it, except if it is a payment instruction under a billing agreement (see below for more details).

**How long will my payment take?**

Your payment to another user will leave your account within the Business Day after we receive your complete payment instruction.

The payment will leave your account within 2 Business Days if we receive your complete payment instruction:

* on a day which is not a Business Day; or
* after 4.00pm Swiss local time on a Business Day.

We may allow you to ask us to make your payment on a specific later date, in which case your payment will leave your account on that later date.

Other provisions in this user agreement may cause the above timeframes to be extended.

**When we may refuse to make your payment**

We may **treat your payment instruction as not complete and we may** refuse to make your payment if:

* you do not have enough money in your PayPal balance;
* we have reason to believe that your linked funding sources do not have sufficient funds to cover the money required to make your payment;
* you do not provide us with all mandatory information requested in the relevant payment or checkout flows which we use to obtain your payment instructions (for instance, sufficient details of the recipient as we may request and authentication of your payment instruction);
* the payment exceeds the sending limit we tell you about when you try to make the payment; or
* we have reason to believe that a restricted activity has happened in relation to your account or you are otherwise in breach of this user agreement.

**When your payment is not accepted by the recipient**

If we allow you to send a payment to someone who does not have a PayPal account, the recipient can claim the money by opening a PayPal account.

If the recipient already has a PayPal account, they can refuse to accept the money.

If the recipient refuses to accept the money or doesn’t open a PayPal account and claim the money within 30 days after the date it is sent, the money (including any fees you were charged) will be refunded to your PayPal account. See [**Refunds to your account**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds-reversals1) for what can happen when your PayPal account receives a refund.

**Sending limits**

We may, at our discretion, impose limits on the amount and value of payments you can make, including money you send for purchases. You can view any sending limit by logging into your PayPal account. To lift your sending limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview).

Setting up automatic charges from your account

**Seller delayed payments**

When you pay certain sellers or pay for certain purchases (for instance, purchases which have to be shipped to you or may be updated and finalized by the seller), you are providing:

* an authorization to the seller to collect your payment at a later time; and
* an instruction to us to automatically pay that seller when the seller requests payment.

Your authorization will typically remain valid for up to 30 days, but may remain valid for longer. If you have balance, we may hold the payment amount as pending until the seller collects your payment. If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied (as described in the [**Currency Conversion**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#currency-conversion1) section) at the time the payment is processed.

Your authorization allows the seller to update the payment amount before the seller collects the payment (to account for any changes to the purchase that you may agree with the seller, such as additional taxes, shipping or postage charges or discounts). We are not required to verify any changes at any time (including at the time the payment is transferred). We may transfer any amount on the basis of your authorization and upon receiving instructions from the seller of the final payment amount.

**Billing agreement payments**

You can use a billing agreement to manage payments to the same recipient(s) on an ongoing automatic basis. When you enter into a billing agreement:

* you authorize the named recipient(s) to collect payments from your account as the recipient determines (this could be for payments of amounts you owe the recipient for a purchase of goods or services under a separate contract that you have with the recipient); and
* you instruct PayPal to pay the named recipient(s) (or other recipient(s) that the named recipient(s) direct(s)) when the named recipient(s) request(s) PayPal to make your payment.

This makes the recipient a “trusted beneficiary” (the legal term for someone you tell us is a trusted recipient) of all your payments made under that billing agreement, so we will not normally ask you to authenticate (e.g. log in) or approve these payments when they are made.

Payments made under the billing agreement may be in variable amounts and may be made on various dates. We are only a payment service provider so we can’t (and please don’t expect us to) know what you have or haven’t agreed with the recipient or to know why the recipient decided to collect your payment. We are not obliged to verify or confirm the amount the recipient presents to us for the purpose of processing payments made under the billing agreement.

We use several names for payments that can be managed by a billing agreement – these include “automatic payments,” "subscription payments" "recurring payments” “reference transactions” "preauthorized transfers" or "preapproved payment."

You can cancel your billing agreement at any time with immediate effect in your account interface or by [**contacting us**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#comms1). Where a payment under that billing agreement is scheduled to be made before the end of the next Business Day after you tell us to cancel it, we may cancel your billing agreement after that payment has been made. If you cancel a billing agreement, you may still owe the recipient money for goods or services that you have received but have not paid for.

If we determine currency conversion is necessary for a billing agreement payment, and we perform the conversion, we will use the transaction exchange rate (including our currency conversion fee) in effect at the time the payment is processed. The transaction exchange rate for each payment transaction may vary.

Refunds to your account

**How refunds can happen**

We may allow the recipient of your payment to:

* refuse to accept it; or
* decide to accept it and then use our service to send you a refund of all or any part of the amount of the payment later.

We will return the amount of any refused payment or refunded payment to your Balance. We will return the amount of an unclaimed payment to your balance within 30 days after the date you initiated the payment.

If any amount of any payment is returned to you in any of the ways outlined above, we may convert the returned amount for you into either:

* the currency of the balance you used for the original payment (before any conversion into the currency received by the recipient happened);
* the opening currency of your account; or
* US dollars (opening a balance in that currency for you, if you don’t have one already).

If the original payment you sent involved a currency conversion we will convert the returned amount from the currency received by the recipient as follows:

* if the amount is returned within 1 day of the date of the original payment we will use the transaction exchange rate applicable on the date of the original payment, so that you receive the original amount (including the currency conversion fee you paid) in the original currency you converted for the original payment; and
* if the amount is returned after 1 day of the date of the original payment we will use the transaction exchange rate applicable at the time of the conversion of the returned amount. You agree to bear the [**currency conversion fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for amounts returned to you as refunds or refused payments.

Unless otherwise outlined above in this section, you agree to bear the [**currency conversion fee for amounts returned to you as refunds or refused payments**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) when you convert any amount returned to you in the ways outlined above. The transaction exchange rate may be applied immediately and without notice to you.

We may also automatically withdraw the returned amount from your Balance and transfer the funds back to the funding source you used for the original payment. Withdrawals can also involve a currency conversion – see the section on [**Withdrawing money**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#withdraw1) above.

**Risks when receiving refunds**

The returned amount could be lower in value than your original payment amount. This can happen as a result of:

* the recipient sending you a refund lower in value than your original payment amount. As we are only a payment service provider, we cannot know what you are entitled to from the original payment recipient as a refund or why the recipient sent the refund in a particular amount; or
* transaction exchange rate fluctuations.

PayPal is not responsible for any loss resulting from the recipient's decision to refuse or refund your payment, except to the extent that a refund sent by the recipient is a payment executed incorrectly by PayPal

We are not liable to you for the difference between the value of your original payment and the value of the resulting refund, except to the extent that the refund is an incorrect payment (see the section on [**Resolving Problems**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#resolving1)).

Funding Your Payment

**Selecting a preferred funding source**

You may select a preferred funding source when logged into your account. Subject to this user agreement, the preferred funding source will be used as the default funding source for payments you send from your account.

You can set separate preferred funding sources for some billing agreement payments.

**Special Funding Arrangements**

Some payments can be funded by special funding arrangements linked to your PayPal account, such as merchant/transaction specific balance, gift vouchers or other promotional funding arrangements. The use and priority of these special funding arrangements are subject to further terms and conditions between you and us. Your account overview may show the notional amount available in your special funding arrangements to fund qualifying payments at any given time. This amount does not constitute electronic money, is not deemed part of your PayPal balance and is not redeemable in cash - it only represents the amount of electronic money which we offer to issue and credit to your account at the time of (and only to immediately fund) a qualifying payment, subject to (and only for the period outlined in) the further terms and conditions of use of that special funding arrangement. If your payment funded by a special funding arrangement is reversed at a later time for any reason, we will keep the amount that represents the portion of that payment that was funded by your special funding arrangement and (provided that the special funding arrangement has not already expired) reinstate the special funding arrangement.

**Funding payments you send from your account**

We will obtain electronic money for the payment you send from your account from the following sources in the following order to the extent they are available:

1. Preferred funding source (if selected and available)
2. Pre-existing PayPal balance
3. Credit card
4. Electronic transfer.

PayPal Buyer Protection

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under PayPal Buyer Protection. When applicable, PayPal Buyer Protection program entitles you to reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim qualifies for PayPal Buyer Protection. PayPal’s original determination is considered final, but you may be able to file an appeal of the decision with PayPal if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process.

**IMPORTANT**: You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal Buyer Protection does not entitle you to reimbursement for the return shipping costs that you may incur.

PayPal Buyer Protection program may apply when you encounter these specific problems with a transaction:

* You didn’t receive your item from a seller (referred to as an “Item Not Received” claim), or
* You received an item, but the item isn’t what you ordered (referred to as a “Significantly Not as Described” claim).

If you believe that a transaction made through your PayPal account was not authorized by you, this type of claim is different from PayPal Buyer Protection, and is described below under [**Liability for Unauthorized Transactions and Other Errors**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full).

**QR Code Transactions**

If you buy something from a seller in-person by using a PayPal goods and services QR code, your transaction may be eligible for PayPal Buyer Protection.

**Item Not Received claims**

Your claim ***will not*** qualify for a refund under PayPal Buyer Protection for an Item Not Received claim, if:

* You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller’s physical store, or
* The seller has provided [**proof of shipment**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#proof-delivery) or [**proof of delivery**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#proof-delivery).

If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller for an Item Not Received claim even if you claim you did not receive the goods.

**Significantly Not as Described claims**

An item may be considered Significantly Not as Described if:

* The item is materially different from the seller’s description of it.
* You received a completely different item.
* The condition of the item was misrepresented. For example, the item was described as “new” but the item was used.
* The item was advertised as authentic but is not authentic (i.e. counterfeit).
* The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
* You purchased a certain number of items but didn’t receive them all.
* The item was damaged during shipment.
* The item is unusable in its received state and was not disclosed as such.

An item may not be considered Significantly Not as Described if:

* The defect in the item was correctly described by the seller in its description of the item.
* The item was properly described but you didn't want it after you received it.
* The item was properly described but did not meet your expectations.
* The item has minor scratches and was described as “used."

**Ineligible items and transactions under PayPal Buyer Protection**

Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:

* Real estate, including residential property.
* Financial products or investments of any kind.
* Businesses (when you buy or invest in a business).
* Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats.
* Significantly Not as Described claims for wholly or partly custom-made items or items picked up in person.
* Donations including payments on crowdfunding platforms.
* Items prohibited by the PayPal [**Acceptable Use Policy**](https://www.paypal.com/ch/webapps/mpp/ua/acceptableuse-full).
* For Item Not Received claims, items which you collect in person or arrange to be collected on your behalf, including items bought in a seller’s point of sale location, except for in-person [**PayPal QR code**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#qr-code) goods and services transactions.
* Industrial machinery used in manufacturing.
* Anything purchased from, or an amount paid to, a government agency.
* Stored value items such as gift cards and pre-paid cards.
* Gambling, gaming and/or any other activity with an entry fee and a prize.
* Personal Payments.
* Payments sent using PayPal to any bill payment service.
* Payments made using PayPal Payouts and Mass Pay or guest checkout transactions (i.e. not sent using your PayPal account).
* Items intended for resale, including single item transactions or transaction that include multiple items.

**Transaction eligibility for PayPal Buyer Protection**

To be eligible for PayPal Buyer Protection you must meet all of the following requirements:

* Have a PayPal account in good standing.
* Pay for the eligible item from your PayPal account.
* Attempt to contact the seller to resolve your issue directly before filing a claim under PayPal Buyer Protection through the [**Resolution Center**](https://www.paypal.com/ch/cgi-bin/webscr?cmd=_complaint-view&nav=0.4&locale.x=en_CH).
* Respond to PayPal's request for documentation and other information within the time requested.
* Open a dispute in the Resolution Center within 180 days of the date you sent the payment, then follow our online dispute resolution process.
* Not have received a recovery or agreed to an alternative resolution related to your purchase from another source.

**Our online dispute resolution process**

If you’re unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the [**Resolution Center**](https://www.paypal.com/ch/cgi-bin/webscr?cmd=_complaint-view&nav=0.4&locale.x=en_CH) to pursue a claim under PayPal Buyer Protection. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

Step 1: **Open a dispute** within 180 days of the date you made the payment. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a [**hold**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#holds-limits-reserves) on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

Step 2: **Escalate the dispute to a claim** for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the [**Resolution Center**](https://www.paypal.com/ch/cgi-bin/webscr?cmd=_complaint-view&nav=0.4&locale.x=en_CH). The seller or PayPal may also escalate the dispute to a claim at this point. If you are making an Item Not Received claim, PayPal may ask you to wait at least 7 days from the dispute filing date to escalate the dispute.

Step 3: **Respond to PayPal’s requests for documentation or other information**, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

Step 4: **Comply with PayPal’s shipping requests in a timely manner**, if you’re filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of delivery.

Step 5: **PayPal will make a final decision**(including automatically closing any dispute or claim), in its sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online dispute resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

**Dispute with us or your card issuer**

If you used a debit or credit card as the payment method for a transaction through your PayPal account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer. Applicable card chargeback rights may be broader than those available to you under PayPal Buyer Protection. For example, if you dispute a transaction with your card issuer, you may be able to recover amounts you paid for unsatisfactory items even if they don’t qualify for protection under a Significantly Not as Described claim with us.

You must choose whether to pursue a dispute with PayPal under PayPal Buyer Protection, or to pursue the dispute with your card issuer. You can’t do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we’ll close your dispute/claim with us. This won’t affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer).

Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller’s return policy.

Receiving Payments

General provisions for receiving payments

PayPal may allow anybody (with or without an account) to make a payment resulting in the issuance or transfer of electronic money to your account.

By integrating (including by having already integrated) into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal or Braintree website (including any page for developers and our [**Legal Agreements**](https://www.paypal.com/ch/webapps/mpp/ua/legalhub-full) page) or online platform. Such further terms include the [**PayPal Alternative Payment Methods Agreement**](https://www.paypal.com/ch/webapps/mpp/ua/apm-tnc).

The receipt of a payment into your account does not equate to the receipt of cleared funds. A notification that a payment has been sent to you does not amount to a receipt of electronic money in your account unless you have accepted the payment.

We may allow you to accept payments in any currency supported by our Service from time to time.

Where you (instead of PayPal) offer the payer at the point of sale a currency conversion of an amount you receive through PayPal, you will inform the buyer of the exchange rate and any charges that will be applied to the payment transaction. PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. You acknowledge that if you fail to disclose the exchange rate and charges to the buyer this may constitute a criminal offence by you.

Any payment sent to you may be subject to a [**reversal**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds-reversals1), [**payment review**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#payment-review1), [**limitation**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#holds-limits-reserves1%22), [**reserve**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#holds-limits-reserves1) or [**hold**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#holds-limits-reserves1) as allowed under this user agreement.

**Receiving limits**

We may, at our discretion, impose limits on the amount and value of payments you can receive, including money you receive for purchases. To lift your receiving limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview).

**New checkout solution**

Our new checkout solution consists of:

* our dedicated bundled checkout capability in your online checkout/platform to enable a buyer with or without an account to send a payment to your account; and
* our supporting Fraud Tool.

We may offer you all, any part or any combination of parts of the new checkout solution as our new checkout solution service. If we offer you the new checkout solution and you choose to use it, in addition to this user agreement, you agree to the following further terms relating to the following capabilities:

* the [**PayPal Alternative Payment Methods Agreement**](https://www.paypal.com/ch/webapps/mpp/ua/apm-tnc), when you use our APM functionality as part of the new checkout solution.

Rules about surcharging

PayPal does not encourage surcharging because it is a commercial practice that can penalize the consumer and create unnecessary confusion, friction and abandonment at checkout.

Otherwise you may only surcharge for the use of the PayPal services in compliance with any law applicable to you and not in excess of the surcharges that you apply for the use of other payment methods.

If you surcharge a buyer, you, and not we, will inform the buyer of the requested charge. We are not liable to any buyer where you have failed to inform the buyer of any surcharge. You acknowledge that you could be committing a criminal offence if you surcharge and/or fail to disclose any form of surcharge to a buyer.

If your account has "Merchant rate" status and, at any of your points of sale (in whatever form), you:

1. dissuade or inhibit your customers from using our services;
2. fail to treat the PayPal payment mark at least at par with other payment methods offered; or
3. apply a surcharge for the use of our services,

we may permanently downgrade your account to the standard rate (and this does not limit any other rights and remedies we may have).

Presentation of PayPal

You must treat PayPal as a payment method or mark at least on par with any other payment methods offered at your points of sale, including your websites or mobile applications. This includes at least equal or substantially similar:

* logo placement,
* position within any point of sale,
* treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you must not mischaracterize PayPal as a payment method or exhibit a preference for other payment methods over PayPal.

Taxes and information reporting

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. We are not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

Your refund policy and privacy policy

You must publish a refunds and return policy, as well as a privacy policy.

Marketplace sellers

If you’re a seller on a marketplace or through a third-party application where PayPal is offered, you must comply with any rules that apply to the marketplace’s or the third party application’s buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

We may allow you to authorize certain marketplaces to use your account to pay amounts you owe to the marketplace or to the buyer (as the case may be) arising from a claim under the terms of the marketplace’s own resolution process, which we call marketplace due amounts. If you give such an authorization and the marketplace has notifies us of the claim, you instruct us to process payments of all and any marketplace due amounts relating to that claim from your PayPal account to that marketplace or to the buyer (as the case may be) according to the marketplace’s instructions to us. We may treat your instruction for the payment of any given marketplace due amount as cancelled if we decide that the claim would have been determined in your favor had it been filed as a claim with us. You can also cancel this instruction by contacting us. All claims filed directly with the marketplace are governed by the marketplace’s policy only. The terms of PayPal Seller Protection do not cover you for claims filed by your buyers directly with the marketplace.

Accepting billing agreement payments

If we allow you to accept payments from a payer under a billing agreement, when you present to us a payment request under that billing agreement, you:

* warrant to us that the amounts you present have been agreed and consented to by the payer whose account will be deducted (including changes to those amounts) and that you will give prior notice of the deduction to the payer; and
* agree that you will notify the payer at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the payer could not have reasonably expected to pay such an amount, taking into account the payer’s previous spending patterns and the circumstances of the payment and that you are liable to us for any refunds of that payment in accordance with the terms of this user agreement.

Refunds and reversals of payments

When you receive a payment, it could be [**refunded**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds1) or [**reversed**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds-reversals1). We may allow you to send to the payer a [**refund**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds1) of the payment. We may carry out a [**reversal**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds-reversals1) of your payment in certain circumstances. See the rest of this section for more details.

**Refunds**

You alone are (and PayPal is not) responsible for:

* your legal and contractual obligations towards the payer for any amount you return to the payer; and
* any difference between the cost to the payer of making the original payment and the value of the amount returned to the payer (for instance, as a result of transaction exchange rate fluctuations) except to the extent that the refund is an incorrect payment (see the section on [**Resolving Problems**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#resolving1)).

See our [**fees**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for details of the fees you paid to us as the recipient of the original payment which we retain when you use the special commercial transaction refund functionality in your PayPal account, as we may allow from time to time. except to the extent that the refund is an incorrect payment (see the section on [**Resolving Problems**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#resolving1)).

**Reversals**

If you receive a payment in your account, you owe us the full amount of the payment and our losses arising from processing the payment. This can include our liability (including any fees, charges and penalties) towards any third party (including the payer and the payer’s funding source provider).

A reversal happens when we exercise our right to set off the above amounts from your account under the section [**Reimbursement for your liability**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#our-rights1) in this user agreement. If your PayPal balance for a particular currency is insufficient to cover the amount you owe us in that currency, we may perform a currency conversion from any PayPal balance in another currency to cover the shortfall and you will be charged for the [**currency conversion**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#currency-conversion1). This means that, for example, if you are a seller, amounts of payments received in your account may be removed from your account after you have delivered any goods or services sold.

A reversal can happen when:

* we reimburse the payer in respect of a PayPal Buyer Protection claim the payer made against you.
* we compensate the payer or the payer’s funding source provider (or both) because we receive a claim from the payer or their funding source provider for the payment amount under the reversal process used by that funding source provider.

For instance:

* if the payer used a card to fund the payment to you the payer could pursue a “chargeback” with the card issuer. The card issuer, not us, determines whether the payer is successful when they pursue a chargeback. You can find out more about chargebacks by reviewing our Chargeback Guide, accessible via the [**PayPal Security Center**](https://www.paypal.com/ch/smarthelp/home) and the section called: “Selling Safely”. The [**PayPal Security Center**](https://www.paypal.com/ch/smarthelp/home) is accessed via the PayPal website. We charge you a [**fee**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#tableOfFees1) for receiving a chargeback claim.
* If the payer used a bank account to fund the payment the payer or the bank could pursue a bank reversal.

The amount claimed may be greater than the original amount you received due to currency exchange rate fluctuations between the time of payment and the time of the claim.

* we may have to compensate your payer when they claimed that there was a problem with their payment (including that their payment was unauthorized or incorrect or that their billing agreement payment was not expected) – see [**Resolving Problems**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#resolving1).
* we are entitled to carry out the reversal for any other reason under this user agreement, including the provision [**Actions We May Take if You Engage in Any Restricted Activities**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#actions-restricted-activities1).

Impact of PayPal Buyer Protection on sellers

You should read our [**PayPal Buyer Protection**](https://www.paypal.com/ch/webapps/mpp/ua/buyer-protection) and if you sell goods and services to buyers with PayPal accounts in countries other than your own, you also should be familiar with the purchase protection made available by PayPal to buyers in each of those countries as buyers’ rights under these programs may impact you as a seller. You can find information about the Buyer Protection Policies on the [**Legal Agreements**](https://www.paypal.com/ch/webapps/mpp/ua/legalhub-full) page by selecting your buyer’s location at the top of the page and referring to the corresponding PayPal Buyer Protection listed on that page or in the corresponding user agreement.

If you lose a claim under PayPal Buyer Protection in any country:

* You must forfeit the full purchase price of the item plus the original shipping cost. In some cases you may not receive the item back.
* You will not receive a refund of the PayPal fees that you paid in connection with the sale.
* If the claim was that the item received was Significantly Not as Described, you may not receive the item back, or you may be required to accept the item back plus pay for return shipping costs.
* If the claim was that the item received was Significantly Not as Described and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back (it will be destroyed).
* PayPal will not arrange for or require a return of merchandise if you fail to respond to the case for a Significantly Not as Described claim.
* You may be required to accept the item back by paying for return shipping cost for a Significantly Not as Described claim at PayPal's discretion.

If you accept PayPal payments from buyers for goods or services you sell through eBay, then you need to read and understand the eBay Money Back Guarantee program. Unless you opt out by calling eBay, PayPal will treat eBay’s decisions in favor of your buyers under that program as a basis for reversing a PayPal payment made to you. If the balance in your cash account or business PayPal account is insufficient to cover the amount, we may:

* place a [**hold**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#holds-limits-reserves)on your PayPal account until sufficient funds become available in your PayPal account to cover the amount; or
* create a negative balance in your PayPal account.

PayPal Seller Protection

**What's eligible**

If you sell something to a buyer and the transaction is later disputed or reversed under [**Reversals, Claims or Chargebacks**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds-reversals), you may be eligible for reimbursement under PayPal Seller Protection. When it applies, PayPal Seller Protection entitles you to retain the full purchase amount. There is no limit on the number of payments for which you can receive coverage. By accessing the transaction details page in your PayPal account you can determine whether or not your transaction is eligible for protection under this program

PayPal Seller Protection may apply when a buyer claims that:

* They did not authorize, or benefit from, funds sent from their PayPal account (referred to as an “[**Unauthorized Transaction**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full)” claim and the Unauthorized Transaction occurs in an environment hosted by PayPal; or
* They didn’t receive the item from you (referred to as an “[**Item Not Received**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#inr-claims)” claim).

PayPal Seller Protection may also apply when a transaction is reversed because of a successful chargeback by a buyer or when a bank funded payment is reversed by the buyer’s bank.

This section describes PayPal Seller Protection as it applies to you, but you should also be familiar with the [**Impact of PayPal Buyer Protection on sellers**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#pp-buyer-protection-sellers).

**Basic requirements**

To be eligible for PayPal Seller Protection, all of the following basic requirements must be met, as well as any applicable additional requirements:

* The primary address for your PayPal account must be in Switzerland.
* The item must be a physical, tangible good that can be shipped, except for items subject to the [**Intangible Goods Additional Requirements**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#intangible-goods-ar).
* You must ship the item to the shipping address on the transaction details page in your PayPal account for the transaction. If you originally ship the item to the recipient's shipping address on the transaction details page but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
  + The shipping requirement does not apply to eligible transactions involving items that you deliver in person, provided, however, that you agree to provide us with alternative evidence of delivery, or such additional documentation or information relating to the transaction that we may request.
* You must respond to PayPal's requests for documentation and other information in a timely manner as requested in our email correspondence with you or in our correspondence with you through the [**Resolution Center**](https://www.paypal.com/ch/cgi-bin/webscr?cmd=_complaint-view&amp;nav=0.4&locale.x=en_CH). If you do not respond to PayPal’s request for documentation and other information in the time requested, you may not be eligible for PayPal Seller Protection.
* If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.
* Provide proof of shipment or delivery.
* The payment must be marked "eligible" or "partially eligible" in the case of Unauthorized Transaction claims, or "eligible" in the case of Item Not Received claims for PayPal Seller Protection on the "Transaction Details" page.
* You must accept a single payment from one PayPal account for the purchase (partial payment and/or payment in instalments are excluded).

PayPal determines, in its sole discretion, whether your claim qualifies for PayPal Seller Protection. PayPal will make a decision, in its sole discretion, based on the coverage and eligibility requirements, any information or documentation provided during the resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

**Item Not Received additional requirement**

To be eligible for PayPal Seller Protection for a buyer’s Item Not Received claim, you must meet both the [**basic requirements**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#basic-requirements) and the additional requirement listed below:

* Where a buyer files a chargeback with the issuer for a card-funded transaction, the payment must be marked “eligible” for PayPal’s Seller Protection on the Transaction Details page.

**Intangible Goods additional requirements**

For the sale of intangible goods and services to be eligible for PayPal Seller Protection, the sale must meet the [**basic requirements**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#basic-requirements) and the following additional requirements:

* Integration requirements
  + Where you have integrated a PayPal checkout product, you must be using the current version of that product if you are accepting payments directly via a website or mobile optimized website; or
  + Ensure you are passing session information to PayPal at checkout if you are integrated with PayPal via a third party or if you have a native app integration.
  + Other integration requirements may apply depending on your business model. We will let you know those requirements ahead of time, if needed.
* If the transaction is a payment for digital goods or licenses for digital content, you must have paid [**Standard Transaction Fees**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#standard-transaction) on the sale (this does not apply to payment for other Intangible Goods).
* Delivered the item and [**provide proof of shipment or delivery for Intangible Goods**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#intangible-goods).

**Establishing proof of delivery or proof of shipment**

|  |  |
| --- | --- |
| **Physical Goods**  The following is required as proof of shipment or delivery for physical goods: | |
| Proof of shipment | Proof of delivery |
| Online or physical documentation from a shipping company that includes:  ·       Date of shipment  ·       An address for the recipient that matches the shipping address on the "Transaction Details" page, or  ·        An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent). | Online or physical documentation from a shipping company that includes:  ·       Date of delivery and ‘delivered’ status  ·       An address for the recipient that matches the shipping address on the Transaction Details page  ·       An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent).  **IMPORTANT:** Your choice of carrier and shipment options with that carrier can have a big impact on your ability to meet the proof of delivery requirements. Please ensure, especially when shipping goods internationally, that your carrier can provide ‘delivered’ status at the correct address, or your Seller Protection claim may be denied. |

|  |  |
| --- | --- |
| For intangible or digital goods, proof of delivery means compelling evidence to show the item was delivered or the purchase order was fulfilled. Compelling evidence could include a system of record showing the date the item was sent and that it was either:   * Electronically sent to the recipient, including the recipient’s address (email, IP, etc.), where applicable. * Received or accessed by the recipient. |  |

**Ineligible items and transactions**

Your sale ***is not*** eligible for coverage under PayPal Seller Protection if:

* The buyer claims (either with us or their card issuer) that the item you sent isn’t what was ordered (referred to as a “Significantly Not as Described” claim).
* It involves an item that PayPal determines, in its sole discretion, is a counterfeit item.
* It involves an item that you deliver in person, including in connection with a payment made in your physical store, unless the buyer paid for transaction in-person by using a PayPal QR code for goods and services transactions.
* It involves sales that are not processed either through a buyer’s PayPal account or a PayPal guest checkout transaction.
* It involves items equivalent to cash including gift cards.
* It involves a donation.
* It relates to the purchase of a financial product or investment of any kind.
* It involves a payment sent using PayPal’s friends and family functionality.
* It involves a payment made using PayPal Payouts and Mass Pay.
* The item is a vehicle, including, but not limited to a motor vehicle, motorcycle, recreational vehicle, aircraft or boat.
* Payments made in respect of gold (whether in physical form or in exchange-traded form).

**Merchant rate**

Merchant rate status is subject to eligibility, application and approval by us. We may evaluate applications on a case-by-case basis, including, without limitation, on the following criteria: qualifying monthly sales volume, size of average shopping cart and an account in good standing.

To be eligible to apply for (and retain) our volume-based tiered merchant rate status your account must:

* at all times be in good standing and not under investigation; and
* have received more than the Tier 1 ceiling amount (in the original opening currency of your account) in commercial transaction payments in the previous calendar month.

We may downgrade your account to the standard rate at any time if:

* the above conditions are not met;
* there are unresolved chargebacks against the PayPal account; or
* you breach any of our [**Rules about surcharging**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#rules1).

If we downgrade your account you will need to apply to us again for your account to get merchant rate status.

You may apply to receive the merchant rate using the dedicated online [**application form**](https://www.paypal.com/businesswallet/applymra) when logged into your account. If your application is rejected, you may only submit another application after thirty days.

RESTRICTED ACTIVITIES AND HOLDS

Restricted Activities

In connection with your use of our websites, your PayPal account, the PayPal services, or in the course of your interactions with PayPal, other PayPal customers, or third parties, you must not:

* Breach this user agreement, the PayPal [**Acceptable Use Policy**](https://www.paypal.com/ch/webapps/mpp/ua/acceptableuse-full), the [**Commercial Entity Agreements**](https://www.paypal.com/ch/webapps/mpp/ua/ceagreement-full) (if they apply to you), or any [**other agreement**](https://www.paypal.com/ch/webapps/mpp/ua/legalhub-full) between you and us;
* Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
* Infringe PayPal’s or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
* Sell counterfeit goods;
* Act in a manner that is defamatory, trade libelous, threatening or harassing;
* Provide false, inaccurate or misleading information;
* Send or receive what we reasonably believe to be potentially fraudulent or unauthorized funds;
* Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
* Attempt to “double dip” during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank or card issuer for the same transaction;
* Control an account that is linked to another account that has engaged in any of these restricted activities;
* Conduct your business or use the PayPal services in a manner that results in or may result in;
  + complaints;
  + requests by buyers (either filed with us or card issuers) to invalidate payments made to you;
  + fees, fines, penalties or other liability or losses to PayPal, other PayPal customers, third parties or you;
* Use your PayPal account or the PayPal services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
* Allow your PayPal account to have a balance reflecting an amount owing to us;
* Provide yourself a cash advance from your credit card (or help others to do so);
* Access the PayPal services from a country that is not included on our [**permitted countries list**](https://www.paypal.com/ch/webapps/mpp/country-worldwide);
* Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or the PayPal services;
* Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or PayPal services;
* Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
* Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services or other users’ use of any of the PayPal services;
* Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
* Use the PayPal services to test credit card behaviors;
* Circumvent any PayPal policy or determinations about your PayPal account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else’s PayPal account; or
* Harass and/or threaten our employees, agents, or other users.
* Abuse (as either a buyer or seller) of our online dispute resolution process and/or PayPal Buyer Protection;
* Cause us to receive a disproportionate number of claims that have been closed in favor of the claimant regarding your PayPal account or business;
* Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal services;
* Use a credit card with your PayPal account to provide yourself with a cash advance (or help others to do so);
* Disclose or distribute another user’s information to a third party, or use such information for marketing purposes unless you receive the user’s express consent to do so;
* Send unsolicited email to a user or use the PayPal services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
* Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal website(s) without our or any applicable third party’s written consent;
* Reveal your account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your account by any person other than you, arising as the result of misuse of passwords;
* Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the PayPal service or activities carried out as part of PayPal services or otherwise than in accordance with the terms of this user agreement;
* Request or send a personal transaction payment for a commercial transaction;
* Allow your use of the PayPal service to present to PayPal a risk of non-compliance with PayPal’s anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit or where you expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions);
* Integrate or use any of the PayPal services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers’ guide or other documentation issued by PayPal from time to time;
* Advertise, promote, introduce or describe PayPal Credit or any PayPal co-branded credit based payment instrument to your customers without: (1) obtaining the necessary regulatory permission to do so in advance; and (2) the prior written permission of PayPal and (if not PayPal) the issuer of the credit to do so;
* Suffer (or cause us to determine that there is a reasonable likelihood of) a security breach of your website or systems that could result in the unauthorized disclosure of customer information.

You agree that engaging in the above restricted activities diminishes your or our other customers’ safe access and/or use of your account and our services generally.

Actions We May Take if You Engage in Any Restricted Activities

If we believe that you’ve engaged in any of these activities, we may take a number of actions to protect PayPal, its customers and others at any time in our sole discretion.  The actions we make take include, but are not limited to, the following:

* Terminate this user agreement, limit your account, and/or close or suspend your account, immediately and without penalty to us;
* Refuse to provide the PayPal services to you in the future;
* At any time and without liability, suspend, limit or terminate your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals;
* Hold your money to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:
* PayPal’s risk of liability in respect of card-funded payments that you receive can last until the risk of a chargeback closing in favor of the payer/buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:
  1. The type of goods or services for which you receive payment; or
  2. The timeframe for delivery of the goods or performance of the services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of chargebacks than sales of most other items or services);
* PayPal’s risk of liability in respect of a claim or dispute arising from a payment that you receive can last for the time that it takes for the parties to close the claim or dispute and all appeals associated with that claim or dispute in accordance with PayPal Buyer Protection
* PayPal’s risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and
* If you allow your PayPal account to have a balance reflecting an amount owing to PayPal, PayPal’s risk of liability can last for the time and to the extent that you owe that amount to PayPal.
* Block your PayPal account and/or hold any funds in the reserve account (including, without limitation, for more than 180 days if so required by PayPal, where PayPal’s rights arise from your engagement in the restricted activity);
* Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law;
* [**Reverse**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#refunds-reversals1) **a payment** (including, if appropriate, to the sender’s funding source);
* Take legal action against you.
* Suspend your eligibility for Buyer Protection and/or  Seller Protection (including in retrospect);
* Contact third parties and disclose details of the restricted activities in the manner set out in our Privacy Statement;
* Request or update inaccurate information you provided us;
* Request information or documents from you in order to verify your identity and/or with regard to the goods or services you provided based on a transaction;
* If you’ve violated our [**Acceptable Use Policy**](https://www.paypal.com/ch/webapps/mpp/ua/acceptableuse-full), then you’re also responsible for damages to PayPal caused by your violation of this policy,

Please also see the section below on [**Your liability**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#our-rights1).

Unless otherwise directed by us, you must not use or attempt to use your account while it is suspended or has been closed. You must ensure that all agreements with sellers or other third parties that involve third party initiated payments (including billing agreement payments) set up from your account are cancelled immediately upon the termination, suspension or closure of your account. You remain liable under this user agreement in respect of all charges and other amounts incurred through the use of your account at any time, irrespective of termination, suspension or closure.

Holds, Limitations, and Reserves

**What are holds, limitations and reserves?**

Under certain circumstances, in order to protect PayPal and the security and integrity of the network of buyers and sellers that use the PayPal services, PayPal may take account-level or transaction-level actions. If we take any of the actions described here, we will normally notify you of our actions, but we may, if it is reasonable to do so (for example if you are in breach of this user agreement or we consider it advisable for security reasons), take any of these actions without prior notice to you.

To request information in connection with an account limitation, hold or reserve, you should visit the [**Resolution Center**](https://www.paypal.com/ch/smarthelp/home) or follow the instructions in our email notice with respect to the limitation, hold or reserve.

You acknowledge and agree that any funds held under this user agreement may be placed in your reserve account and that you will provide to us any information as we may reasonably request to allow us to determine whether the risk has passed.

**Holds**

A hold is an action that PayPal may take under certain circumstances either at the transaction level or the account level.  When PayPal places a hold on a payment amount, the money is not available to either the sender or the recipient.  PayPal reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where PayPal will hold payments include where we have reason to believe that:

* Transactions are higher risk, this can be where the transaction involves the sale of goods or services in a high risk category, or other facts known to us typically resulting in an increased number of chargebacks, other claims or disputes or to be often involved in fraud or illegal activity;
* There is a sudden and abnormal change in a PayPal account holder’s selling activity including an increase in the number of chargebacks, reversals, or buyer complaints received in relation to such PayPal account;
* Any PayPal account is being used in relation to restricted activities;
* A PayPal account involved in the transaction may have been compromised, or that stolen financial details (bank or credit card) are used for the payment, or otherwise a transaction has not been properly authorized;
* A user is trying to send or withdraw funds they received fraudulently;
* A user has not provided sufficient Information to us to enable us to verify their identity or the identity of their business and/or the user has a limited trading history with PayPal;
* A payment sent to you as a seller is challenged as a payment that should be invalidated and reversed.
* Your buyer files a chargeback, reversal or PayPal Buyer Protection claim on a payment you received.
* Your buyer files a claim under a marketplace's resolution process.
* There is a risk of reversal of funds in your account to your funding source.
* There is a risk of liability (a non-exhaustive list of examples of such risk is set out in the section [**Actions We May Take If You Engage In Any Restricted Activities**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#actions-restricted-activities1) above).

**Payment review**

When we identify a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. This may be because we have the reasonable suspicion that the payer’s PayPal account is being used in relation to restricted activities or for other reasons as determined by us in our reasonable discretion.  This may include where there is a risk of liability (a non-exhaustive list of examples of such risk is set out in the section [**Actions We May Take If You Engage In Any Restricted Activities**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#actions-restricted-activities1) above).

If a payment is subject to payment review, we may:

* execute the payment order initiated by the buyer;
* in our discretion, immediately upon such execution restrict the payer’s account;
* place a hold on the payment [in the payer’s account]; and/or
* notify the recipient to delay the delivery of the purchase paid for by the payment.

As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item.

If we don’t clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

All payments that complete payment review are still subject to being reversed under the terms of this user agreement but will be Seller Protection eligible if they meet the Seller Protection requirements. PayPal will provide notices to you by email and/or in the transaction history tab of your PayPal account. A payment subject to payment review is a review of the payment only and is implemented to reduce the risk of PayPal users receiving high risk transactions. A payment subject to payment review is neither a review nor a representation by PayPal as to the commercial dealings, character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person.

**Holds related to your instructions**

Certain PayPal functionality may allow you (whether directly or via someone you permit to act on your behalf, like an online marketplace platform on which you transact as a seller) to instruct us to hold your funds (including the proceeds of payments you receive using PayPal) in your reserve account.

In such a case we will show you the availability status of those funds in your balance – the status descriptions may differ according to the functionality you used to instruct us to place the hold. We will release the hold on the funds according to the instruction that you (or the entity that you have permitted to act on your behalf) give to us, subject to the rest of this user agreement.

**Account Limitations**

Limitations are implemented to help protect PayPal, buyers and sellers when we notice [**restricted activities**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#s4-restricted-activities), an increased financial risk, or activity that appears to us as unusual or suspicious.  Limitations also help us collect information necessary for keeping your PayPal account open.

There are several reasons why your PayPal account could be limited, including where we have reason to believe that:

* Someone could be using your PayPal account without your knowledge, then we’ll limit it for your protection and look into the fraudulent activity.
* Someone has used your card or bank account without your permission, for example if your debit or credit card issuer or bank alerts us to this.
* You have breached this user agreement or violated the [**Acceptable Use Policy**](https://www.paypal.com/ch/webapps/mpp/ua/acceptableuse-full)**.**
* Your performance as a seller indicate your PayPal account is high risk. Examples include: indications of poor selling performance because you’ve received an unusually high number of claims and chargebacks, selling an entirely new or high-cost product type, or if your typical sales volume increases rapidly.
* There is a risk of liability (a non-exhaustive list of examples of such risk is set out in the section [**Actions We May Take If You Engage In Any Restricted Activities**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#actions-restricted-activities1) above).

We may also limit your PayPal account in order to comply with applicable law.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

**Reserves**

We may place a reserve on your PayPal account at any time if we believe there may be a high level of risk associated with you, your PayPal account, your business model, or your transactions.  When we place a reserve on your PayPal account, it means that all or some portion of the funds in your PayPal account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your PayPal account or use of the PayPal services.   We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

PayPal considers a list of non-exclusive factors and whether and how these factors have changed over time, including:

* How long you have been in business.
* Whether your industry has a higher likelihood of chargebacks.
* Your payment processing history with PayPal and other providers.
* Your business and/or personal credit history.
* Your delivery time frames.
* Whether you have higher than average number of returns, chargebacks, claims or disputes.

There are two types of reserves that may be placed on your PayPal account, and one or both may be applied at the same time:

* A **“rolling reserve”** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
* A **“minimum reserve”** is a specific minimum amount of funds that you’re required to keep available in your balance at all times. The minimum reserve is either taken as an upfront amount deposited all at once or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your PayPal account, the money will be moved to your reserve account and shown as “pending” and we’ll notify you about it.

If we change the reserve due to a change in our risk assessment, we’ll notify you about it as well.

You will undertake, at your own expense, any further action required to establish a reserve or other form of security in a manner reasonably determined by us.  This can involve executing any necessary documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest.

RESOLVING PROBLEMS

**We strongly recommend that you monitor your account closely on a regular basis.**

If you find a problem…

If you have any reason to believe that there is a problem with your account or our service, follow these steps:

**Step 1: Take a few moments to identify the type of problem:**

* **Unexpected billing agreement payment**

This is where you entered into a billing agreement but a payment was sent from your account to another PayPal account under that billing agreement where:

* + you didn’t agree with the recipient in advance the exact payment amount; and
  + the payment amount ended up being more than you could reasonably have expected to pay based on previous charges and the other circumstances.
* **Incorrect payment**

This is where a payment sent from your account to another PayPal account was not sent as you specified when you asked us to make it (e.g. for the wrong amount, delayed, wrong recipient) or you received such a payment.

* **Security / Fraud problem**  
  + **Unauthorized payment**

This is where a payment sent from your account wasn’t authorized by you (or anyone who’s authorized to make payments for you).

* + **Another type of security / fraud problem**

This is where there was another security or fraud problem, such as:

* + - there was some other unauthorized access to your account.
    - your password or PIN was compromised.
    - a device you have used to access our services was lost, stolen or deactivated.
* **Another type of problem**

This is where there was another type of problem with your account or with our service which is not mentioned above. For instance, we may have made a factual, computational or mathematical error related to your PayPal when you added money to or withdrew money from your PayPal account.

If a purchase that you paid for with PayPal was not as described or you have not received the purchase, [**PayPal Buyer Protection**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#buyer-protection), not this section, may apply.  Please see [**PayPal Buyer Protection**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#buyer-protection) for how to deal with these particular problems.

**Step 2: Tell us about the problem**

**Contact us as soon as possible** to tell us about the problem (including the type of problem you are contacting us about so that we can help you as quickly as we can).

You must give us all the information we reasonably request as to the circumstances of the problem and take all reasonable steps we request to assist us in our investigation.

If you tell us about your problem orally, we may require that you report your problem in writing within 10 [**Business Days**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#business-days1) after that.

We may provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Policy (alternatively known as our Privacy Statement).

How we will help...

Subject to the rest of this user agreement, we aim to investigate the problem and work with you to resolve it within 60 days. In addition, if your problem is:

* **an unexpected billing agreement payment,** within 10 Business Days after telling us about it we will either:
  + reimburse you for the payment amount; or
  + explain why we cannot reimburse you.
* **an incorrect payment to another Paypal account,**we will:
  + make immediate efforts to trace the payment and notify you of the outcome without charge to you;
  + compensate you as soon as possible (and in any event no later than the end of the Business Day after you tell us about the problem) by putting your account in the state it would have been in had the incorrect payment been sent as actually specified by the sender. This means:
    - If the incorrect payment resulted in you having less money than you would have had if the payment had been made as actually specified, we will credit your account for the difference.
    - If the incorrect payment resulted in you having more money than you would have had if the payment had been made as actually specified, we may debit the extra funds from your account.
  + reimburse you in your account for your losses or damages directly and reasonably foreseeably caused by the incorrect payment.
* **an unauthorized payment to another PayPal account,**as soon as possible (and in any event no later than the end of the Business Day after you tell us about the problem) we will put your account back to where it would have been had the payment never happened.  This can include a [**reimbursement**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#our-rights1) of your payment.

When we can’t compensate you...

You are not entitled to any financial compensation from us as outlined above and you will owe to us (and we may reverse from your account) any compensation you have already received from us if:

* You do not give us all the information we reasonably requested as to the circumstances of the problem (including, if you tell us about your problem orally, you fail to comply with our request that you tell us about your problem in writing within 10 [**Business Days**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#business-days1));
* You do not take all reasonable steps that we request to assist us in our investigation;
* We can show that you acted fraudulently;
* We can show that circumstances beyond our control (such as fire or flood or loss of internet connection) caused the problem, despite our reasonable precautions;
* **We have reason to believe otherwise that there is no problem which entitles you to compensation; or**
* In respect of the following specific problems:

|  |  |  |
| --- | --- | --- |
| **Unexpected billing agreement payment** | **Incorrect payment** | **Unauthorized payment** |
| It takes you longer than 8 weeks after the payment was made to tell us about the problem; or  You agreed for us to make your payment and the details were made available to you by us or the merchant at least 4 weeks before the payment was made. | It takes you longer than 13 months after the payment was made to tell us about the problem; or  We can show that you gave us the wrong payment details; or  We can show that the payment was sent as the payer specified when the payer asked us to make it; or  Through no fault of ours, you did not have enough PayPal balance to complete the payment; or  We can show our system was not working properly and you knew about the breakdown when you started the transaction; or  A delay which you claimed caused the incorrect payment actually resulted from PayPal applying a **hold, limitation or reserve under this user agreement** | It takes you longer than 13 months after the payment was made to tell us about the problem; or  We can show that the payment was made because you did not keep your account safe either intentionally or with gross negligence (for instance, you very carelessly chose to share your PayPal ID and/or password/PIN with someone else); or  There was **another security /fraud problem** and you didn’t tell us about it. We will not pay you compensation for any unauthorized payments made from your account before you told us about that problem. |

Sometimes we might spot the problem first.  If we need to notify you about the problem, we will ordinarily do so through the Secure Messaging Centre, which you need to log into your account to access. If you should take action urgently, we may also use other means such as email to request action.

If a payment was made from us to your funding source by way of mistake, we may correct the mistake by debiting or crediting (as the case may be) your appropriate funding source(s).

Complaints

**Reporting disputes between you and PayPal regarding our services**

[**Contact us**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#comms1) to report disputes between you and PayPal regarding our services.

If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly.

**If you’re not happy with the outcome of the complaint process...**

* For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than USD 10,000.00, you or PayPal may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the Singapore International Arbitration Centre, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Other Legal Terms

Communications Between You and Us

**Contact us**

You can contact us by:

* writing to us by post at our head office:  PayPal Pte. Ltd., Attention: Legal Department, 5 Temasek Boulevard, #09-01 Suntec Tower Five, Singapore 038985, Singapore; or
* visiting our [**Contact Us**](https://www.paypal.com/ch/cgi-bin/helpscr?cmd=_help&t=escalateTab&locale.x=en_GB) page where you can:
  + click the "Email Us" link to contact us online; or
  + click the “Call Us” link for our telephone number if you want to call us.

You must send legal notices in connection with this user agreement to us by postal mail.

**Notices to you**

You agree that we may provide notice or other information to you by posting it on the PayPal website(s) (including the posting of information which is only accessed by you by logging into your account), emailing it to the email address listed in your account, mailing it to the street address listed in your account, calling you by phone, or sending you a “text” / SMS message. You must have internet access and an e-mail account to receive communications and information relating to our services. With the exception of amendments to this user agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the PayPal website(s) or emailed to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. We reserve the right to close your PayPal account if you withdraw your consent to receive electronic communications.

**Disclosure of reasons for our actions**

Our decision about holds, limitations, reserves and any other actions we take under this user agreement whether they restrict or extend your access to our service, our infrastructure, our websites, our software or our systems (including any networks and servers used to provide any of our services) whether operated by us or on our behalf (including, without limitation, any blockages, limitations, suspensions, terminations, holds and reserves) may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers.  We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account.  In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions.  We have no obligation to disclose the details of our risk management or security procedures to you.

Our Rights

**Security interest**

To secure your performance of this user agreement, you grant to us a legal claim against the funds in your PayPal account as security for any amount you may owe to us. This is known in legal terms as a “lien” on and “security interest” in your PayPal account.

**Your liability**

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal user, or any third party caused by or arising out of your breach of this user agreement and/or your use of PayPal services irrespective of termination, suspension or closure You agree to reimburse PayPal, a user, or a third party for any and all such liability.

**Reimbursement for your liability**

You agree that we may set off any of the amounts held in accounts held or controlled by you with any fees, charges or other amounts you owe us and any such amounts you owe to our affiliates as defined in the Indemnification and Limitation of Liability section below (including, without limitation, in respect of any services provided by any such affiliate). In simple terms, our right to set off means that we may deduct such fees, charges or other amounts mentioned in this section from a balance in a PayPal account held or controlled by you.

If there are insufficient funds in your balance to cover your liability, we reserve the right to collect the amount you owe us by deducting the amount (or any part of it) from any payments received in or money you add to your PayPal account.  Otherwise you agree to reimburse us through other means. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

**Assumption of rights**

If PayPal invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal’s discretion.  This is known in legal terms as your “subrogation” or “assignment” to PayPal of your rights against the recipient and third parties related to the payment.

**No waiver**

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

**Information about you**

We may request information from you as we reasonably require to enable us to reduce the risk of fraud or comply with our regulatory (including anti-money laundering) obligations. You must comply with these requests.  This may involve you faxing, emailing or otherwise providing to us at your own expense identification documents and information about your finance and operations (such as your most recent financial statements and merchant processing statements).

Indemnification and Limitation of Liability

In this section and the Intellectual Property section, we use the term “PayPal” to refer to us (PayPal Pte, Ltd.), our parent PayPal Holdings, Inc., our affiliates, and anybody who works for us or them or who is authorized to act on our or their behalf.  Our affiliates include each entity that we control, we are controlled by or we are under common control with. Anybody who works for us or our affiliates or who is authorized to act on our or their behalf includes each of our or their respective directors, officers, employees, agents, joint ventures, service providers and suppliers.

**Indemnification**

You must indemnify PayPal for actions related to your PayPal account and your use of the PayPal services.

You agree to defend, indemnify and hold PayPal harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of:

* your breach of this user agreement;
* your improper use of the PayPal services;
* your violation of any law or the rights of a third party; and/or
* the actions or inactions of any third party to whom you grant permissions to use your PayPal account or access our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services on your behalf.

**Limitation of liability**

**PayPal’s liability is limited with respect to your PayPal account and your use of the PayPal services.**In no event shall PayPal be liable for:

* direct or indirect lost profits; or
* any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business),

arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to:

* you; or
* any third parties,

in any circumstance is limited to the actual amount of direct damages (excluding direct loss of profits), unless and to the extent prohibited by law.

In addition, to the extent permitted by applicable law, PayPal is not liable, and you agree not to hold PayPal responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

* your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services;
* delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf and any of the PayPal services;
* viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software  or any of the PayPal services;
* glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them;
* the content, actions, or inactions of third parties;
* a suspension or other action taken with respect to your PayPal account; and/or
* your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PayPal’s policies.

**No warranty**

The PayPal services are provided “as-is” and without any representation or warranty, whether express, implied or statutory.  PayPal specifically disclaims any implied warranties of:

* title;
* merchantability;
* fitness for a particular purpose; and
* non-infringement.

PayPal does not have any control over the products or services provided by sellers who accept PayPal as a payment method, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so.

PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal services.

Operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf may be interfered with by numerous factors outside of our control.

PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and cheque issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal services are dependent upon many factors outside of our control, such as delays in the banking system or international mail service.

Some countries do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

We cannot guarantee the accuracy of information contained in our correspondence, reports, on the website(s) and given verbally by our directors, officers and staff in all circumstances and contexts, and no reliance should be placed on such information by you.

You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

**Release of PayPal**

If you have a dispute with any other PayPal account holder, you release PayPal 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.

In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

You alone (not PayPal) are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of our services (for example, in relation to regulated activity, licensed activity, export or import activity, taxes or foreign currency transactions).

Intellectual Property

**PayPal’s trademarks**

"PayPal.com," "PayPal," and all logos related to the PayPal services are either trademarks or registered trademarks of PayPal or PayPal’s licensors.  You may not copy, imitate, modify or use them without PayPal’s prior written consent.  In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal.  You may not copy, imitate, modify or use them without our prior written consent.  You may use HTML logos provided by PayPal for the purpose of directing web traffic to the PayPal services.  You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes “PayPal” or the PayPal services or display them in any manner that implies PayPal's sponsorship or endorsement.  All right, title and interest in and to the PayPal websites, any content thereon, the PayPal services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

**License grants, generally**

If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then PayPal grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use PayPal’s software in accordance with the documentation accompanying such software.  This license grant applies to the software and all updates, upgrades, new versions and replacement software.  You may not rent, lease or otherwise transfer your rights in the software to a third party.  You must comply with the implementation, access and use requirements contained in all documentation accompanying the PayPal services.  If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties.   PayPal may update or discontinue any software upon notice to you.  While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal services, you have not been granted and do not otherwise retain any rights in or to any such third party materials.  You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology.  You acknowledge that all rights, title and interest to PayPal’s software are owned by PayPal and any third-party materials integrated therein are owned PayPal’s third party service providers.  Any other third-party software application you use on PayPal’s websites is subject to the license you agreed to with the third party that provides you with this software.  You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the PayPal services.

**License grant from you to PayPal; intellectual property warranties**

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal.  Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content.  Subject to the [**next paragraph**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#license-grants-sellers1), when you provide content to the PayPal companies or post content using PayPal services, you grant PayPal (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones.  PayPal will not compensate you for any of your content.  You acknowledge that PayPal’s use of your content will not infringe any intellectual property or publicity rights.  Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal.

**License grant from sellers to PayPal**

Notwithstanding the provisions of the [**prior paragraph**](https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full#license-grants-IP1), if you are a seller using the PayPal services to accept payments for goods and services, you hereby grant PayPal a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment form, and (2) any other use to which you specifically consent.

Miscellaneous

**Assignment**

You may not transfer or assign any rights or obligations you have under this user agreement without PayPal’s prior written consent.  PayPal may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

**Governing law**

This user agreement is governed by and interpreted under the laws of Singapore as such laws are applied to agreements entered into and to be performed entirely within Singapore.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than USD 10,000.00, you or PayPal may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the Singapore International Arbitration Centre, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Alternatively, any claim may be adjudicated by a court of competent jurisdiction located in Singapore or where the defendant is located (in PayPal's case, Singapore, and in your case, your home address or principal place of business). You and PayPal agree to submit to the personal jurisdiction of the courts located in Singapore.

**Privacy**

Protecting your privacy is very important to us.  Please review our [**Privacy Statement**](https://www.paypal.com/ch/webapps/mpp/ua/privacy-full) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**Languages and translation of agreement**

We will communicate with you in German as a standard. Upon request by you, communication can be made in English.

This user agreement is concluded in German only. Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the German version of this user agreement and a version in a language other than German, the German version shall be the definitive version.

**Your use of information; Data protection laws**

If you receive information about another PayPal customer, you must keep the information confidential and only use it in connection with the PayPal services.  You may not disclose or distribute any information about PayPal users to a third party or use the information for marketing purposes unless you receive that user’s express consent to do so.  You may not send unsolicited emails to a PayPal customer or use the PayPal services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

To the extent that you (as a seller) process any personal data about a PayPal customer pursuant to this user agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this user agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this user agreement. If you process personal data from Europe pursuant to this user agreement, you must comply with the EU Directive 95/46 EC or the General Data Protection Regulation (EU) 2016/679 (GDPR).

In complying with such laws, you will:

* implement and maintain all appropriate security measures for the processing of personal data;
* maintain a record of all processing activities carried out under this user agreement; and
* not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by PayPal.

**Complete agreement and third party rights**

This user agreement sets forth the entire understanding between you and us with respect to our service.

If any provision of this user agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

**FEES POLICY**

Effective date: July 31, 2020

**1. General**

Fees depend on whether a Commercial Transaction or a Personal Transaction is made.

For more information about Fees please visit: [**https://www.paypal.com/ch/webapps/mpp/paypal-fees**](https://www.paypal.com/ch/webapps/mpp/paypal-fees)

**1.1. Commercial Transactions and Personal Transactions**

A “**Commercial Transaction**” involves buying and selling goods and services, or payments received when you “request money” using the PayPal Services.

”**Personal Transaction**“ involves sending money (initiated from the “Personal” tab of the “Send Money” flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). A Personal Transaction which is a Domestic Transaction is referred to as a "**Domestic Personal Transaction**" and a Personal Transaction which is a Cross-Border Transaction is referred to as a "**Cross-Border Personal Transaction**".

If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions.

**1.2. Domestic Transactions and Cross-Border Transactions**

A “**Domestic Transaction**“ is a transaction in Swiss francs (CHF) from or to PayPal where the PayPal Accounts of both the sender and the receiver are registered in Switzerland.

Any other transaction is a “**Cross-Border Transaction**“.

**1.3. Variable Fee and Fixed Fee**

**1.3.1. Variable Fee**

Fees shown in percentages refer to the respective percentage of the respective transaction amount ("**Variable Fee**").

**1.3.2. Fixed Fee**

As far as this Fees Policy refers to "**Fixed Fee**" this means a fixed fee in amount in the respective transaction currency as set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Fixed fee in transaction currency** | | | |
| Australian dollars: | AUD 0.30 | Mexican pesos: | MXN 4.00 |
| Brazilian reals: | BRL 0.60 | New Taiwan dollars: | TWD 10.00 |
| British pounds: | GBP 0.20 | New Zealand dollars: | NZD 0.45 |
| Canadian dollars: | CAD 0.30 | Norwegian kroner: | NOK 2.80 |
| Czech koruna: | CZK 10.00 | Philippine pesos: | PHP 15.00 |
| Danish kroner: | DKK 2.60 | Polish zlotys: | PLN 1.35 |
| Euros: | EUR 0.35 | Russian rubles: | RUB 10.00 |
| Hong Kong dollars: | HKD 2.35 | Swedish kronor: | SEK 3.25 |
| Hungarian forints: | HUF 90.00 | Swiss francs: | CHF 0.55 |
| Israeli new shekels: | ILS 1.20 | Singapore dollars: | SGD 0.50 |
| Japanese yen: | JPY 40.00 | Thai baht: | THB 11.00 |
| Malaysian ringgits: | MYR 2.00 | US dollars: | USD 0.30 |

**1.4. Country Groups**

When in this Fees Policy we are speaking of “**Country Groups**”, we are referring to the following:

|  |  |
| --- | --- |
| **Definitions of country groups** | |
| **Country Group** | **Countries** |
| Northern Europe | Denmark (including Faroe Islands and Greenland), Finland (including Aland), Iceland, Norway, Sweden |
| Europe I | Austria, Belgium, Cyprus, Estonia, France (including French Guyana, Guadeloupe, Martinique, Mayotte, Reunion), Germany, Gibraltar, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, San Marino, Slovak Republic, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City |
| North America | Canada, United States of America |
| Europe II | Albania, Andorra, Belarus, Bosnia and Hercegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia, Poland, Republic of Moldova, Romania, Russia, Serbia Switzerland, Ukraine |
| LATAM | Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Brazil, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Ecuador, El Salvador, Honduras, Montserrat, Netherlands Antilles, Panama, Paraguay, Peru, Puerto Rico, Saint Kitts and Nevis, Saint Lucia, Saint Vincent And The Grenadines, Suriname, Turks And Caicos Islands, Trinidad And Tobago, Uruguay, Venezuela, Virgin Islands (British),Virgin Islands (U.S.) |
| APAC | Australia, Bangladesh, Bhutan, Cambodia, China Domestic, China World Wide, Democratic People’s Republic of Korea, Federated States of Micronesia, Hong Kong, India, Indonesia, Japan, Mongolia, Macau, Maldives, Malaysia, Nepal, New Zealand, Norfolk Island, Pakistan, Peoples Democratic Republic of Lao, Philippines, Republic of Korea, Samoa, Singapore, Sri Lanka, Taiwan, Thailand, Tonga, Vietnam |
| Rest of World | all other countries not mentioned in any of the Country Groups above |

**2. Personal Transactions**

When sending a Personal Transaction payment, the sender will pay the respective Fee.

The Personal Transaction fee will be shown at the time of payment.

**2.1. Domestic Personal Transactions**

|  |  |  |
| --- | --- | --- |
| **Activity** | **Fee for the portion of the payment amount sent from: - existing Balance; or - Balance automatically obtained for the payment from bank account.** | **Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all other Funding Sources.** |
| **Sending a Domestic Personal Transaction payment from your Balance** | Free (when no currency conversion is involved) | Free when sent in Swiss francs (CHF); all other currencies: 3.40% plus Fixed Fee (charged in the currency in which your payment is received) |

**2.2. Cross-Border Personal Transactions**

To determine the fee for a Cross-Border Personal Transaction:

Find the country in which the recipient's registered address is located (see clause 2.2.2. below for further reference or ask the recipient if you are not sure) (second column).

Then find the applicable Cross-Border Personal Transaction fee (and, where applicable, the Additional Personal Transaction fee) (third and fourth columns).

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **Country Group of recipient's Account** | **Personal Transaction payment Fee** | **Additional Cross-Border Personal Transaction Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all Funding Sources other thank bank account** |
| Sending a Cross-Border Personal Transaction payment from your Balance | Northern Europe, North America, Europe I, Europe II | CHF 2.49 | 3.40% + Fixed Fee (charged in the currency in which your payment is received) |
| LATAM, APAC, Rest of World | CHF 4.99 |

**3. Commercial Transactions**

**3.1. Sending Payments**

When you send a Commercial Transaction no Fees apply if no currency conversion is required.  
  
**3.2. Receiving Domestic Transactions**

PayPal shall charge a Fee for receiving Domestic Transactions in your PayPal Account a Variable Fee in amount equal to **3.40%** of the respective payment transaction amount plus Fixed Fee.  
  
**3.3. Merchant Rate**

“Merchant Rate” may be granted only upon separate application by a merchant and will be evaluated on a case-by-case basis and requires *inter alia* qualifying monthly transaction volume, an average shopping cart of a particular size and a PayPal Account in good standing.

|  |  |
| --- | --- |
| **Monthly Transaction Volume Processed via PayPal Account** | **Merchant Rate Fees** |
| CHF 4,000.00 – CHF 16,000.00 | Variable Fee of 2.90% plus Fixed Fee |
| CHF 16,000.01 – CHF 80,000.00 | Variable Fee of 2.70% plus Fixed Fee |
| CHF 80,000.01 – CHF 160,000.00 | Variable Fee of 2.40% plus Fixed Fee |
| more than CHF 160,000.00 | Variable Fee of 1.90% plus Fixed Fee |

The Fixed Fee shall be charged in the respective transaction currency as set out in clause 1.3.2. above.

**3.4. Receiving Cross-Border Transactions**

PayPal shall charge a Fee for receiving Cross-Border Transactions in your PayPal Account in amount equal to the Variable Fee for Domestic Transactions plus a Cross-Border Fee according to the Country Group (see clause 1.4. above) in which the PayPal Account of the sender is registered plus Fixed Fee. The Variable Fee shall in these cases be increased by the percentage points set out below:

|  |  |
| --- | --- |
| **Country Group** | **Cross-Border Fee** |
| Northern Europe | +0.40 percentage points |
| Europe I | +0.50 percentage points |
| North America | +1.00 percentage points |
| Europe II | +1.00 percentage points |
| LATAM | +2.00 percentage points |
| APAC | +2.00 percentage points |
| Rest of World | +2.00 percentage points |

**3.5. Receiving Payments Through QR Codes in Person**

For Domestic Transactions received through QR codes in person in your PayPal account, PayPal shall charge a Variable Fee in an amount equal to **1.20%**("**QR Variable Fee**") of the respective payment transaction amount plus the QR Fixed Fee.

The "**QR Fixed Fee**" means a fixed fee in an amount in the respective transaction currency received through QR codes in person as set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **QR FIXED FEE IN TRANSACTION CURRENCY** | | | |
| Australian dollars: | AUD 0.10 | Mexican pesos: | MXN 2.00 |
| Brazilian real: | BRL 0.20 | New Taiwan dollars: | TWD 3.00 |
| British pounds: | GBP 0.10 | New Zealand dollars: | NZD 0.15 |
| Canadian dollars: | CAD 0.10 | Norwegian kroner: | NOK 1.00 |
| Czech korunas: | CZK 3.00 | Philippine pesos: | PHP 5.00 |
| Danish kroner: | DKK 0.70 | Polish zloty: | PLN 0.50 |
| Euros: | EUR 0.10 | Russian rubles: | RUB 3.00 |
| Hong Kong dollars: | HKD 0.80 | Swedish kronor: | SEK 1.00 |
| Hungarian forints: | HUF 30.00 | Swiss francs: | CHF 0.10 |
| Israeli new shekels: | ILS 0.40 | Singapore dollars: | SGD 0.20 |
| Japanese yen: | JPY 12.00 | Thai baht: | THB 4.00 |
| Malaysian ringgits: | MYR 0.70 | US dollars: | USD 0.10 |

For Cross-Border Transactions received through QR codes in person, the QR Variable Fee shall be increased as set out in clause 3.4. accordingly.

**4. Additional Fees**

**4.1. Currency Conversion Fee**

For currency conversions processed in your PayPal Account outside or prior to a Personal Transaction or a Commercial Transactions (including, but not limited to converting a Balance to another currency before withdrawal) as well as for transaction requiring a currency conversion for which the Seller has agreed to bear the Fee PayPal shall charge of Fee in an amount equal to **3.00%**above the transaction exchange rate («**Currency Conversion Fee**») according to clause 5.2. of the PayPal User Agreement.

For all other transaction that require a currency conversion and for which the payment recipient (Seller) has not agreed to bear the Currency Conversion Fee, PayPal shall charge the following Currency Conversion Fee, each in percentage above the Base Rate:

|  |  |
| --- | --- |
| **CURRENCY CONVERSION FEE ACCORDING TO CURRENCY** | |
| **Currency converted to** | **Currency Conversion Fee** |
| Australian dollars (AUD) | 4.00% |
| Brazilian reals (BRL) | 4.00% |
| British pounds (GBP) | 4.00% |
| Canadian dollars (CAD) | 4.00% |
| Czech koruna (CZK) | 4.00% |
| Danish kroner (DKK) | 4.00% |
| Euros (EUR) | 4.00% |
| Hong Kong dollars (HKD) | 4.00% |
| Hungarian forints (HUF) | 4.00% |
| Israeli new shekels (ILS) | 4.00% |
| Japanese yen (JPY) | 4.00% |
| Malaysian ringgits (MYR) | 4.00% |
| Mexican pesos (MXN) | 4.00% |
| New Taiwan dollars (TWD) | 4.00% |
| New Zealand dollars (NZD) | 4.00% |
| Norwegian kroner (NOK) | 4.00% |
| Philippine pesos (PHP) | 4.00% |
| Polish zlotys (PLN) | 4.00% |
| Russian rubles (RUB) | 4.00% |
| Singapore dollars (SGD) | 4.00% |
| Swedish kronor (SEK) | 4.00% |
| Swiss francs (CHF) | 4.00% |
| Thai baht (THB) | 4.00% |
| US dollars (USD) | 4.00% |

**4.2. Chargeback Fee**

To cover the cost of processing Chargebacks, PayPal assesses a “**Chargeback Fee**” to Sellers for credit card payment chargebacks. A chargeback may occur when a Buyer rejects or reverses a charge on his or her credit card through the card issuer.

The Chargeback Fee does not apply if the transaction is covered by the PayPal Seller Protection Policy.

The Chargeback Fee applies in the relevant local currency as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **CHARGEBACK FEE DEPENDING ON CURRENCY RECEIVED** | | | |
| Australian dollars: | AUD 22.00 | Mexican pesos: | MXN 250.00 |
| Brazilian reals: | BRL 35.00 | New Taiwan dollars: | TWD 10.00 |
| British pounds: | GBP 14.00 | New Zealand dollars: | NZD 28.00 |
| Canadian dollars: | CAD 20.00 | Norwegian kroner: | NOK 125.00 |
| Czech koruna: | CZK 400.00 | Philippine pesos: | PHP 900.00 |
| Danish kroner: | DKK 120.00 | Polish zlotys: | PLN 65.00 |
| Euros: | EUR 16.00 | Russian rubles: | RUB 640.00 |
| Hong Kong dollars: | HKD 155.00 | Swedish kronor: | SEK 150.00 |
| Hungarian forints: | HUF 4,325.00 | Swiss francs: | CHF 22.00 |
| Israeli new shekels: | ILS 75.00 | Singapore dollars: | SGD 28.00 |
| Japanese yen: | JPY 1,875.00 | Thai baht: | THB 650.00 |
| Malaysian ringgits: | MYR 65.00 | US dollars: | USD 20.00 |

**4.3. Commercial Transaction Refund Fee**

If you refund a Commercial Transaction payment, there are no fees to make the refund, but the fees you originally paid to receive the payment are no returned to you.

**4.4. PayPal Mass Payments**

For the use of the PayPal Mass Payments function PayPal shall charge a Fee in an amount equal to **2.00%** of the respective transaction amount (“**Mass Payment Fee**”).

A maximum fee cap per individual transaction using PayPal Mass Payments shall apply as set out below for Domestic Transactions and for all other transaction based on the respective payment currency:

|  |  |  |
| --- | --- | --- |
| **Currency of PayPal Mass Payments** | **Fee cap for Domestic Transactions using PayPal Mass Payments** | **Fee cap for all other transactions using PayPal Mass Payments** |
| Australian dollars | AUD 16.00 | AUD 100.00 |
| Brazilian real | BRL 24.00 | BRL 150.00 |
| British pounds | GBP 10.00 | GBP 60.00 |
| Canadian dollars: | CAD 14.00 | CAD 90.00 |
| Czech koruna | CZK 280.00 | CZK 1,700.00 |
| Danish kroner | DKK 84.00 | DKK 500.00 |
| Euros | EUR 12.00 | EUR 70.00 |
| Hong Kong dollars | HKD 110.00 | HKD 660.00 |
| Hungarian forints: | HUF 3,080.00 | HUF 18,500.00 |
| Israeli new shekels | ILS 50.00 | ILS 320.00 |
| Japanese yen | JPY 1,200.00 | JPY 8,000.00 |
| Malaysian ringgits | MYR 50.00 | MYR 300.00 |
| Mexican pesos | MXN 170.00 | MXN 1,080.00 |
| New Taiwan dollars | TWD 440.00 | TWD 2,700.00 |
| New Zealand dollars | NZD 20.00 | NZD 120.00 |
| Norwegian kroner | NOK 90.00 | NOK 540.00 |
| Philippine pesos | PHP 640.00 | PHP 3,800.00 |
| Polish zloty | PLN 46.00 | PLN 280.00 |
| Russian rubles | RUB 480.00 | RUB 2,800.00 |
| Swedish kronor | SEK 100.00 | SEK 640.00 |
| Swiss francs | CHF 16.00 | CHF 100.00 |
| Singapore dollars | SGD 20.00 | SGD 120.00 |
| Thai baht | THB 460.00 | THB 2,800.00 |
| US dollars | USD 14.00 | USD 90.00 |

**4.5. Records Request Fee**

If you apply for requests of information relating to why we had reasonable justification to refuse your Payment Order PayPal shall charge a Fee in an amount of **CHF 12.00** per document requested (“**Records Request Fee**”).

We will not charge the Records Request Fee for records requested in connection with your good-faith assertion of an error in your PayPal Account.

**4.6. Bank Return Fee on Withdrawal**

In the event a withdrawal initiated by you fails because of incorrect or incomplete Bank account information ("**Failed Withdrawal**"), PayPal shall charge a Fee in an amount of **CHF 5.00**per such Failed Withdrawal.

**4.7. Charity Pricing**

PayPal offers lower Fees to charities subject to prior application by the charity and approval by PayPal (“**Charity Pricing**”) with a Variable Fee of **1.90%** plus Fixed Fee for receiving Domestic Transactions. The Fees for receiving Cross-Border Transactions apply as set out in clause 3.4. accordingly.

**4.8. Micro Pricing**

**4.8.1. Micro Pricing Fees**

Subject to your prior application and to approval by PayPal you can switch your Business Account to receiving micro payments (“**Micro Pricing**”). The Micro Pricing shall apply after this switch for receiving Commercial Transactions as follows:

|  |  |
| --- | --- |
| Fees for receiving Domestic Transactions | Variable Fee ("**Micro Pricing Variable Fee**") of **5.00%**Micro Pricing Fixed Fee |
| Fees for receiving Cross-Border Transactions | Micro Pricing Variable Fee of **5.50%**plus Micro Pricing Fixed Fee |

**4.8.2. Micro Pricing Fixed Fee**

For Micro Pricing the Fixed Fee ("**Micro Pricing Fixed Fee**") shall by way of derogation from clause 1.3.2. above apply depending on the currency received as set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **MICRO PRICING FIXED FEE** | | | |
| Australian dollars: | AUD 0.05 | Mexican pesos: | MXN 0.55 |
| Brazilian reals: | BRL 0.10 | New Taiwan dollars: | TWD 2.00 |
| British pounds: | GBP 0.05 | New Zealand dollars: | NZD 0.08 |
| Canadian dollars: | CAD 0.05 | Norwegian kroner: | NOK 0.47 |
| Czech koruna: | CZK 1.67 | Philippine pesos: | PHP 2.50 |
| Danish kroner: | DKK 0.43 | Polish zlotys: | PLN 0.23 |
| Euros: | EUR 0.10 | Russian rubles: | RUB 2.00 |
| Hong Kong dollars: | HKD 0.39 | Swedish kronor: | SEK 0.54 |
| Hungarian forints: | HUF 15.00 | Swiss francs: | CHF 0.09 |
| Israeli new shekels: | ILS 0.20 | Singapore dollars: | SGD 0.08 |
| Japanese yen: | JPY 7.00 | Thai baht: | THB 1.80 |
| Malaysian ringgits: | MYR 0.20 | US dollars: | USD 0.05 |

**5. Due Dates, Taxes, and Third-Party Fees**

All quoted fees are due immediately. All Fees are payable by you without set off or other deductions. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your PayPal Account.

Quoted Fees are inclusive of all applicable taxes. Other taxes or costs may exist that are not paid through PayPal or imposed by us.

You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the PayPal Services.

Instagram

Terms of Use

Welcome to Instagram!  
  
These Terms of Use govern your use of Instagram and provide information about the Instagram Service, outlined below. When you create an Instagram account or use Instagram, you agree to these terms.  
  
The Instagram Service is one of the [Facebook Products](https://www.facebook.com/help/1561485474074139?ref=igtos), provided to you by Facebook Ireland Limited. These Terms of Use therefore constitute an agreement between you and Facebook Ireland Limited.

**The Instagram Service**

We agree to provide you with the Instagram Service. The Service includes all of the Instagram products, features, applications, services, technologies, and software that we provide to advance Instagram's mission: To bring you closer to the people and things you love. The Service is made up of the following aspects (the Service):

* **Offering personalized opportunities to create, connect, communicate, discover, and share.**  
  People are different. We want to strengthen your relationships through shared experiences you actually care about. So we build systems that try to understand who and what you and others care about, and use that information to help you create, find, join, and share in experiences that matter to you. Part of that is highlighting content, features, offers, and accounts you might be interested in, and offering ways for you to experience Instagram, based on things you and others do on and off Instagram.
* **Fostering a positive, inclusive, and safe environment.**  
  We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive, including when we think they might need help. We also have teams and systems that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. We use all the information we have-including your information-to try to keep our platform secure. We also may share information about misuse or harmful content with other Facebook Companies or law enforcement. Learn more in the [Data Policy](http://help.instagram.com/519522125107875?helpref=page_content).
* **Developing and using technologies that help us consistently serve our growing community.**  
  Organizing and analyzing information for our growing community is central to our Service. A big part of our Service is creating and using cutting-edge technologies that help us personalize, protect, and improve our Service on an incredibly large scale for a broad global community. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across our Service. Automated technologies also help us ensure the functionality and integrity of our Service.
* **Providing consistent and seamless experiences across other Facebook Company Products.**  
  Instagram is part of the Facebook Companies, which share technology, systems, insights, and information-including the information we have about you (learn more in the [Data Policy](http://help.instagram.com/519522125107875?helpref=page_content)) in order to provide services that are better, safer, and more secure. We also provide ways to interact across the Facebook Company Products that you use, and designed systems to achieve a seamless and consistent experience across the Facebook Company Products.
* **Ensuring a stable global infrastructure for our Service.**  
  To provide our global Service, we must store and transfer data across our systems around the world, including outside of your country of residence. This infrastructure may be owned or operated by Facebook Inc., Facebook Ireland Limited, or their affiliates.
* **Connecting you with brands, products, and services in ways you care about.**  
  We use data from Instagram and other Facebook Company Products, as well as from third-party partners, to show you ads, offers, and other sponsored content that we believe will be meaningful to you. And we try to make that content as relevant as all your other experiences on Instagram.
* **Research and innovation.**  
  We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

**The Data Policy**

Providing our Service requires collecting and using your information. The [Data Policy](http://help.instagram.com/519522125107875?helpref=page_content) explains how we collect, use, and share information across the [Facebook Products](https://www.facebook.com/help/1561485474074139?helpref=page_content). It also explains the many ways you can control your information, including in the [Instagram Privacy and Security Settings](http://help.instagram.com/285881641526716?helpref=page_content).

**Your Commitments**

In return for our commitment to provide the Service, we require you to make the below commitments to us.

**Who Can Use Instagram.** We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the Instagram community.

* You must be at least 13 years old.
* You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
* We must not have previously disabled your account for violation of law or any of our policies.
* You must not be a convicted sex offender.

**How You Can't Use Instagram.** Providing a safe and open Service for a broad community requires that we all do our part.

* **You can't impersonate others or provide inaccurate information.**  
  You don't have to disclose your identity on Instagram, but you must provide us with accurate and up to date information (including registration information). Also, you may not impersonate someone you aren't, and you can't create an account for someone else unless you have their express permission.
* **You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.**
* **You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the**[**Instagram Community Guidelines**](http://help.instagram.com/477434105621119?helpref=page_content)**,**[**Instagram Platform Policy**](https://www.instagram.com/about/legal/terms/api/)**, and**[**Music Guidelines**](https://www.facebook.com/legal/music_guidelines)**.** Learn how to report conduct or content in our [Help Center](http://help.instagram.com/?helpref=page_content).
* **You can't do anything to interfere with or impair the intended operation of the Service.**
* **You can't attempt to create accounts or access or collect information in unauthorized ways.**  
  This includes creating accounts or collecting information in an automated way without our express permission.
* **You can't attempt to buy, sell, or transfer any aspect of your account (including your username) or solicit, collect, or use login credentials or badges of other users.**
* **You can't post private or confidential information or do anything that violates someone else's rights, including intellectual property.**  
  Learn more, including how to report content that you think infringes your intellectual property rights, [here](http://help.instagram.com/535503073130320?helpref=page_content).
* **You can't use a domain name or URL in your username without our prior written consent.**

**Permissions You Give to Us.** As part of our agreement, you also give us permissions that we need to provide the Service.

* **We do not claim ownership of your content, but you grant us a license to use it.**  
  Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service. Instead, when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). You can end this license anytime by deleting your content or account. However, content will continue to appear if you shared it with others and they have not deleted it. To learn more about how we use information, and how to control or delete your content, review the [Data Policy](http://help.instagram.com/519522125107875) and visit the [Instagram Help Center](http://help.instagram.com/).
* **Permission to use your username, profile picture, and information about your relationships and actions with accounts, ads, and sponsored content.**  
  You give us permission to show your username, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on Facebook Products, without any compensation to you. For example, we may show that you liked a sponsored post created by a brand that has paid us to display its ads on Instagram. As with actions on other content and follows of other accounts, actions on sponsored content and follows of sponsored accounts can be seen only by people who have permission to see that content or follow. We will also respect your ad settings. You can learn more [here](http://help.instagram.com/615366948510230) about your ad settings.
* **You agree that we can download and install updates to the Service on your device.**

**Additional Rights We Retain**

* If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
* If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
* You can only use our intellectual property and trademarks or similar marks as expressly permitted by our [Brand Guidelines](https://www.instagram-brand.com/) or with our prior written permission.
* You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

**Content Removal and Disabling or Terminating Your Account**

* We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our [Instagram Community Guidelines](http://help.instagram.com/477434105621119)), or we are required to do so by law. We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your account) immediately if you: clearly, seriously or repeatedly violate these Terms of Use, our policies (including our [Instagram Community Guidelines](http://help.instagram.com/477434105621119)), if you repeatedly infringe other people's intellectual property rights, or where we are required to do so by law. If we take action to remove your content for violating our Community Guidelines, or disable or terminate your account, we will notify you where appropriate. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our [Help Center](http://help.instagram.com/).
* Content you delete may persist for a limited period of time in backup copies and will still be visible where others have shared it. This paragraph, and the section below called "Our Agreement and What Happens if We Disagree," will still apply even after your account is terminated or deleted.

**Our Agreement and What Happens if We Disagree**

**Our Agreement.**

* Your use of music on the Service is also subject to our [Music Guidelines](https://www.facebook.com/legal/music_guidelines), and your use of our API is subject to our [Platform Policy](https://www.instagram.com/about/legal/terms/api/). If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. For example, if you use payment features, you will be asked to agree to the [Community Payment Terms](https://www.facebook.com/payments_terms). If any of those terms conflict with this agreement, those other terms will govern.
* If any aspect of this agreement is unenforceable, the rest will remain in effect.
* Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
* We reserve all rights not expressly granted to you.

**Who Has Rights Under this Agreement.**

* This agreement does not give rights to any third parties.
* You cannot transfer your rights or obligations under this agreement without our consent.
* Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

**Who Is Responsible if Something Happens.**

* We will use reasonable skill and care in providing our Service to you and in keeping a safe, secure, and error-free environment, but we cannot guarantee that our Service will always function without disruptions, delays, or imperfections. Provided we have acted with reasonable skill and care, we do not accept responsibility for: losses not caused by our breach of these Terms or otherwise by our acts; losses which are not reasonably foreseeable by you and us at the time of entering into these Terms; any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content posted by others that you may encounter on our Service; and events beyond our reasonable control.
* The above does not exclude or limit our liability for death, personal injury, or fraudulent misrepresentation caused by our negligence. It also does not exclude or limit our liability for any other things where the law does not permit us to do so.

**How We Will Handle Disputes.**

If you are a consumer and habitually reside in a Member State of the European Union, the laws of that Member State will apply to any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms ("claim"), and you may resolve your claim in any competent court in that Member State that has jurisdiction over the claim. In all other cases, you agree that the claim must be resolved in a competent court in the Republic of Ireland and that Irish law will govern these Terms and any claim, without regard to conflict of law provisions.

**Unsolicited Material.**

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

**Updating These Terms**

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](https://help.instagram.com/370452623149242?ref=igtos).

Adobe

**Allgemeine Nutzungsbedingungen von Adobe**

Veröffentlicht am 16. März 2020. Gültig ab 16. April 2020. Diese Bedingungen ersetzen alle früheren Versionen und setzen sie außer Kraft.

**DIE OBLIGATORISCHE SCHIEDSBESTIMMUNG UND DER GRUPPENAUSSCHLUSS IN ZIFFER 14 (STREITBEILEGUNG) REGELN DIE BEILEGUNG VON STREITIGKEITEN. BITTE LESEN SIE DIESE ZIFFER DURCH. WENN SIE MIT DER OBLIGATORISCHEN SCHIEDSBESTIMMUNG UND DEM GRUPPENAUSSCHLUSS NICHT EINVERSTANDEN SIND, NUTZEN SIE DIE DIENSTE, SERVICES ODER SOFTWAREPROGRAMME BITTE NICHT.**

Diese Allgemeinen Nutzungsbedingungen **(„Allgemeine Nutzungsbedingungen“)**, zusammen mit allen anwendbaren Zusätzlichen Bedingungen (siehe Ziffer 1.2 (Zusätzliche Bedingungen) unten) (gemeinsam als **„Bedingungen“**bezeichnet) regeln Ihre Nutzung von und Ihren Zugriff auf Website, Support, Diskussionsforen oder andere interaktive Bereiche, Dienste oder Services sowie Services wie Creative Cloud (gemeinsam als **„Dienste“ oder „Services“**bezeichnet) und Software von Adobe, die Teil der Services ist, sowie alle Applikationen, einschließlich mobiler Applikationen, Beispieldateien und Inhaltsdateien (siehe unten stehende Definitionen), Skripte, Befehlssätze und zugehörige Dokumentationen (gemeinsam als **„Software“ oder „Softwareprogramme“**bezeichnet). Wenn Sie den [Bedingungen und Kündigungsoptionen für Abos](https://www.adobe.com/ch_de/legal/subscription-terms.html) zugestimmt haben, so werden diese auch als Teil der Bedingungen betrachtet. Wenn Sie die Services und Software über den Value Incentive Plan von Adobe **(„VIP“)**nutzen und darauf zugreifen, gelten die Vertrags- und Kündigungsbedingungen für Abos für Sie nicht. Der Rest dieser Bedingungen regelt jedoch Ihre Nutzung und den Zugang zu den Services und Softwareprogrammen. Wenn Sie mit Adobe einen anderen Vertrag über bestimmte Services oder Software abgeschlossen haben, haben im Falle eines Widerspruchs die Bestimmungen des entsprechenden Vertrags Vorrang vor den Bedingungen.

**Sie müssen mindestens 13 Jahre alt sein, um sich für eine eigene Adobe ID zu registrieren. Schulen, die an einem Angebot für Namenslizenzinhaber in Grund- und weiterführenden Schulen teilnehmen, dürfen einem Kind unter 13 Jahren eine Adobe ID auf Unternehmensebene ausstellen, die den**[**Zusätzlichen Bedingungen für Grund- und weiterführende Schulen**](http://www.adobe.com/go/primary-secondary-terms)**unterliegt.**

**1. Ihr Vertrag mit Adobe.**

1.1 **Rechtswahl und Vertragspartner. Wenn Sie Ihren Wohnsitz in Nordamerika haben (einschließlich USA, Kanada, Mexiko, Territorien und Besitztümer der USA und US-Militärstützpunkte, wo immer sich diese befinden), ist Adobe Inc., ein nach dem Recht der Vereinigten Staaten gegründetes Unternehmen, Ihr Vertragspartner und die Bedingungen unterliegen dem Recht von Kalifornien, USA, sofern nicht dem US-Bundesrecht untergeordnet, ohne Berücksichtigung von Kollisionsnormen. Wenn Sie Ihren Wohnsitz außerhalb von Nordamerika haben, ist Adobe Systems Software Ireland Limited Ihr Vertragspartner und die Bedingungen unterliegen irischem Recht.**Für Kunden in Australien handelt Adobe Systems Software Ireland Limited als bevollmächtigter Vertreter von Adobe Systems Pty Ltd. und schließt diesen Vertrag in ihrer Eigenschaft als Vertreter für Adobe Systems Pty Ltd. Sie können nach geltendem Gesetz weitere Rechte haben. Adobe hat nicht die Absicht, diese Rechte einzuschränken, wo dies durch das Gesetz untersagt ist.

1.2 **Zusätzliche Bedingungen.** Services und Software von Adobe werden an Sie lizenziert, nicht verkauft, und unterliegen möglicherweise einer oder mehreren der folgenden zusätzlichen Bedingungen **(„Zusätzliche Bedingungen“)**. Wenn zwischen den Bestimmungen in den Allgemeinen Nutzungsbedingungen und den Zusätzlichen Bedingungen ein Widerspruch besteht, haben die Zusätzlichen Bedingungen in Zusammenhang mit dem entsprechenden Service bzw. der jeweiligen Software Vorrang. Die Zusätzlichen Bedingungen können geändert werden, wie in Ziffer 1.6 (Aktualisierungen der Bedingungen) unten beschrieben.

|  |  |  |  |
| --- | --- | --- | --- |
| [**Adobe Developer**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Adobe-Developer-Additional-Terms_de-DE_20200323.pdf) | [**Adobe Stock Contributor**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Adobe_Stock_Contributor_Additional_Terms_de_DE_20200416.pdf) | [**Document Cloud**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Document-Cloud-Additional-Terms_de_DE_20200416.pdf) | [**Medium**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Medium-Additional-Terms_de_DE_20200319.pdf) |
| [**Adobe Fonts**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Adobe_Fonts_Additional_Terms_de_DE_20200416.pdf) | [**Behance**](https://wwwimages2.adobe.com/content/dam/acom/de/legal/servicetou/Behance_Additional_Terms_de_DE_20180605_0356.pdf) | [**Fuse**](https://wwwimages2.adobe.com/content/dam/acom/de/legal/servicetou/Fuse_Additional_Terms_de_DE_20180605.pdf) | [**Software**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Software-Additional-Terms_de_DE_20200416.pdf) |
| [**Adobe Sign**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Adobe-Sign-Additional-Terms_de_DE_20200416.pdf) | [**Business Catalyst**](https://wwwimages2.adobe.com/content/dam/acom/de/legal/servicetou/Business_Catalyst_Additional_Terms_de_DE_20180904.pdf) | [**InDesign Server**](https://wwwimages2.adobe.com/content/dam/acom/de/legal/servicetou/InDesign-Server-Additional-Terms_de_DE_20190120.pdf) | [**Substance Share**](https://wwwimages2.adobe.com/content/dam/cc/en/legal/servicetou/Substance-Additional-Terms-en_US_20200602.pdf) |
| [**Adobe Spark**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Adobe-Spark-Additional-Terms_de_DE_20200416.pdf) | [**Business Customers**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Business-Additional-Terms_de_DE_20200416.pdf) | [**K-12 (Primary and Secondary) Education**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Primary_Secondary_Additional_Terms_TOU_de_DE_20190626.pdf) | [**Substance Source**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Substance-Source-Additional-Terms-de_DE_20200813.pdf) |
| [**Adobe Stock**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Stock-Additional-Terms-de_DE_20200615.pdf) | [**Demo Assets**](https://wwwimages2.adobe.com/content/dam/acom/de/legal/servicetou/Demo_Asset_Terms-de_DE-20180605_2200.pdf) | [**Lightroom**](https://wwwimages2.adobe.com/content/dam/cc/de/legal/servicetou/Lightroom-Additional-Terms_de_DE_20200614.pdf) |  |

1.3 **Unternehmens- oder Business-Anwender.** Wenn Sie eine **„Berechtigung“**(die als das Recht zur Nutzung und zum Zugriff auf die Software und Services definiert ist) von einer Organisation oder Gruppe, einschließlich, jedoch nicht beschränkt auf ein Unternehmen oder eine andere gewerbliche Einrichtung, eine staatliche Einrichtung, eine gemeinnützige Organisation oder eine Bildungseinrichtung (jeweils ein **„Unternehmen“**) unter einem Adobe-Abo für Business-Anwender (wie etwa Creative Cloud für Teams, Creative Cloud für Unternehmen oder Document Cloud) erhalten haben, so (A) sind Sie ein **„Unternehmensanwender“ oder „Business-Anwender“**eines solchen Unternehmens; (B) ist Ihr mit einer solchen Berechtigung verbundenes Adobe-Profil ein **„Unternehmensprofil“;**und (C) meinen alle Bezüge auf **„Sie“**in diesen Bedingungen ein solches Unternehmen. Wenn Sie Unternehmensanwender sind, erklären Sie sich damit einverstanden, dass aufgrund Ihrer Berechtigung aus einem solchen Unternehmen (1) Adobe diesem Unternehmen die Möglichkeit bieten kann, Ihr Unternehmensprofil und alle Inhalte darin zu verwenden, darauf zuzugreifen, es zu entfernen, aufzubewahren und zu kontrollieren, ungeachtet der Tatsache, ob es vor oder nach dem Datum der letzten Aktualisierung dieser Nutzungsbedingungen hochgeladen oder importiert wurde; (2) Ihre Nutzung der Services und Software dem Vertrag dieses Unternehmens mit Adobe unterliegt und (3) Adobe Ihre personenbezogenen Informationen an dieses Unternehmen weitergeben kann. Wenn Sie Unternehmensanwender mit Berechtigungen aus mehreren Unternehmen sind, können jedem Unternehmen separate Unternehmensprofile zugeordnet sein. Als Unternehmensanwender haben Sie möglicherweise andere Verträge mit oder Verpflichtungen gegenüber einem Unternehmen, die sich auf Ihr Unternehmensprofil oder Ihre Inhalte auswirken können. Adobe ist nicht verantwortlich für Verstöße von Ihnen gegen solche Verträge oder Verpflichtungen. Wenn Sie keine Berechtigungen von einem Unternehmen erhalten haben (wenn Sie z. B. ein Creative Cloud-Abo für Einzelanwender gekauft und über diese Abo-Variante Berechtigungen erhalten haben), (a) sind Sie ein **„Privatanwender“**; (b) ist Ihr Adobe-Profil ein persönliches Profil; (c) behalten Sie den alleinigen Zugriff und die alleinige Kontrolle über alle Inhalte in Ihrem persönlichen Konto oder persönlichen Profil (sofern in der Datenschutzerklärung nichts anderes angegeben ist) und (d) meinen alle Bezüge auf **„Sie“**in diesen Allgemeinen Nutzungsbedingungen Sie als Einzelperson. Wenn Sie Berechtigungen über ein Abonnement für Einzelpersonen und von einem Unternehmen erhalten haben, sind Sie sowohl Privatanwender als auch Unternehmensanwender. Sie sind dann Privatanwender, wenn Sie die Berechtigungen nutzen, die Sie über Ihr Abonnement für Einzelpersonen erhalten haben, und Sie sind Unternehmensanwender, wenn Sie Ihre von einem Unternehmen bereitgestellten Berechtigungen nutzen.

1.4 **E-Mail-Domains von Unternehmen.** Als Privat- oder Unternehmensanwender können Sie ein Adobe-Konto unter Verwendung einer E-Mail-Adresse erstellen, die Ihnen von einem Unternehmen bereitgestellt oder zugewiesen wurde (z. B. Ihre geschäftliche E-Mail-Adresse). Wenn das Unternehmen eine direkte Beziehung zu Adobe herstellt, möchten sie möglicherweise Ihr Konto zu einer solchen Beziehung hinzufügen. In diesem Fall kann das Unternehmen nach vorheriger Ankündigung Ihr Konto auf das Konto des Unternehmens übertragen. Dies bedeutet, dass das Unternehmen (A) auf das Konto zugreifen kann; (B) die Kontrolle über das Konto und alle darin enthaltene Inhalte übernehmen kann, unabhängig davon, ob diese vor oder nach dem Datum der letzten Aktualisierung dieser Bedingungen gespeichert, hochgeladen oder importiert wurden und (C) empfehlen kann, dass alle mit diesem Konto verbundenen Nicht-Unternehmensinhalte auf ein neues Konto verschoben werden, das eine E-Mail-Adresse verwendet, die nicht mit diesem Unternehmen verknüpft ist. Sie als Einzelperson oder Unternehmensanwender erkennen auch an, dass Adobe Ihre personenbezogenen Informationen wie Ihren Namen oder Ihre E-Mail-Adresse an dieses Unternehmen weitergeben kann. Wenn Sie nicht möchten, dass ein Unternehmen auf ein Konto oder Profil zugreift, es verwendet, entfernt, beibehält oder kontrolliert, verwenden Sie keine geschäftliche E-Mail-Adresse für dieses Konto. Informationen darüber, wie Sie die mit Ihrem Konto verknüpfte E-Mail-Adresse ändern können, können [hier](http://www.adobe.com/go/tou-update-helpx) gefunden werden.

1.5 **Eigentumsrecht.** Sie (als Unternehmen oder gegebenenfalls als Einzelperson) behalten alle Rechte und das Eigentum an Ihrem Inhalt. Adobe beansprucht keine Eigentumsrechte an Ihren Inhalten.

1.6 **Aktualisierungen der Bedingungen.** Adobe kann von Zeit zu Zeit Änderungen an den Bedingungen vornehmen. In diesem Fall wird Adobe Sie darauf aufmerksam machen, indem Adobe das Datum oben in den Bedingungen überarbeitet. In einigen Fällen kann Adobe Sie zusätzlich darüber informieren. Sie sollten die Bedingungen regelmäßig lesen. Sofern nicht anders angegeben, werden die geänderten Bedingungen sofort wirksam, und Ihre fortgesetzte Nutzung unserer Services und Software bestätigt Ihre Annahme der Änderungen. Wenn Sie den geänderten Bedingungen nicht zustimmen, müssen Sie die Nutzung unserer Services und Software einstellen.

**2. Datenschutz.**

2.1 **Datenschutz.** Informationen darüber, wie Adobe Informationen über Sie und Ihre Verwendung der Applikationen und Websites von Adobe sammelt, verwendet, weitergibt oder anderweitig verarbeitet, finden Sie in der [Datenschutzerklärung von Adobe](https://www.adobe.com/ch_de/privacy/policy.html). Sie haben [hier](https://www.adobe.com/ch_de/privacy/opt-out.html) die Möglichkeit, Informationseinstellungen zu verwalten.

2.2 **Zugriff auf Ihre Inhalte durch Adobe.** Soweit gesetzlich zulässig, greift Adobe nur in Ausnahmefällen und in begrenztem Maße auf Ihre Inhalte (gemäß Definition in untenstehender Ziffer 4.1 (Inhalte)) zu, oder sieht diese oder hört sich diese an. So könnte es zum Beispiel notwendig sein, dass Adobe, um die Leistungen zu erbringen, auf Ihre Inhalte zugreift, diese ansehen oder abhören muss, um (A) Rückmeldungen oder Unterstützungsanfragen zu beantworten; (B) auf Betrug, Sicherheitsprobleme, rechtliche oder technische Fragen zu reagieren oder (C) die Bedingungen durchzusetzen. Automatisierte Systeme von Adobe können Ihre Inhalte mithilfe von Techniken wie maschinellem Lernen analysieren, um die Services und Software von Adobe und des Anwendererlebnisses zu verbessern. Weitere Informationen über das von Adobe praktizierte maschinelle Lernen erhalten Sie [hier](http://www.adobe.com/go/machine_learning).

2.3 **Datenverarbeitungsvereinbarung.** Wo Kundeninformationen personenbezogene Informationen enthalten und wo Sie als **„Datenverantwortlicher“** betrachtet werden und Adobe der **„Auftragsverarbeiter“**im Sinne der Datenschutz-Grundverordnung, EU-Verordnung 2016/679 **(„DSGVO“)**ist, gelten die Bedingungen der Datenverarbeitungsvereinbarung von Adobe **(„DPA“)**([hier](http://www.adobe.com/go/tou-dpa)verfügbar) einschließlich der von der Europäischen Kommission genehmigten Standardvertragsklauseln für die Verarbeitung dieser personenbezogenen Informationen und werden durch Bezugnahme in die Bedingungen aufgenommen.

2.4 **Besondere Kategorien personenbezogener Daten.** Sie verpflichten sich, die Services und Software nicht zum Erfassen, Verarbeiten oder Speichern von besonderen Kategorien personenbezogener Daten zu verwenden. Sie stimmen zu, keine besonderen Kategorien personenbezogener Daten an Adobe oder einen Drittanbieter von Adobe zu übermitteln, offenzulegen oder auf andere Weise zur Verfügung zu stellen. **„Besondere Kategorien personenbezogener Daten“**bezeichnet Finanzinformationen einer Einzelperson, Informationen über die sexuelle Orientierung, medizinische oder Gesundheitsdaten, die nach Gesetzen zum Schutz von Gesundheitsdaten geschützt sind, biometrische Daten (zum Zwecke der eindeutigen Identifizierung einer Einzelperson) sowie personenbezogene Informationen von Kindern, die nach Gesetzen zum Schutz der Daten von Minderjährigen geschützt sind (z. B. über den „US Children's Online Privacy Protection Act“ (Gesetz zum Schutz der Privatsphäre von Kindern im Internet, **„COPPA“**)) sowie irgendwelche sonstigen Arten von Informationen, die unter diesen oder einen ähnlichen Begriff fallen (wie z. B. „vertrauliche persönliche Daten“ oder „sensible personenbezogene Informationen“), die in den geltenden Datenschutzgesetzen oder Gesetzen zum Schutz des Persönlichkeitsrechts verwendet werden.

2.5 **Übertragung Ihrer personenbezogenen Informationen.**Adobe verarbeitet und speichert Informationen in den USA und anderen Ländern. Indem Sie die Programme und Websites von Adobe nutzen, stimmen Sie zu, dass Sie Adobe ermächtigen, Ihre personenbezogenen Informationen über Ländergrenzen hinweg und in andere Länder einschließlich USA zu übertragen, wo Adobe und die Partner von Adobe tätig sind. Beispielsweise werden personenbezogene Informationen, die über Benutzer in China gesammelt wurden, aus China ausgeführt.

**3. Nutzung der Services und Software.**

3.1 **Lizenz.**Vorbehaltlich Ihrer Einhaltung der Bedingungen und geltenden Rechts können Sie auf die von Adobe zur Verfügung gestellten Services und Software zugreifen, für die Sie eine Lizenz von Adobe erhalten. Ihre Lizenzen verfallen am Ende der in Ihrem Bestelldokument festgelegten Laufzeit. Die Versionen der Services und Software, die zu Ihrem Verlängerungsdatum verfügbar sind, können sich von den Versionen unterscheiden, die verfügbar waren, als Sie Ihre Lizenzen zum ersten Mal bei Adobe gekauft haben. Die von Adobe unterstützten Versionen der Services und Software finden Sie [hier](https://www.adobe.com/go/software-support-guidelines.html). Sie erklären sich damit einverstanden, dass Ihre Entscheidung zur Nutzung oder zum Kauf von Software oder Services nicht von der Bereitstellung zukünftiger Funktionen oder Merkmale abhängig ist oder von mündlichen oder schriftlichen öffentlichen Kommentaren abhängt, die wir zu zukünftigen Funktionen oder Merkmalen abgegeben haben.

3.2 **Geistiges Eigentum von Adobe.** Adobe und die Lizenzgeber von Adobe bleiben alleinige Inhaber aller Rechte, Eigentumsrechte und Ansprüche in Zusammenhang mit den Services und Software. Außer wie in den Bedingungen angegeben, gewährt Adobe Ihnen keine Rechte an Patenten, Urheberrechten, Geschäftsgeheimnissen, Marken oder anderen Rechten in Bezug auf die Komponenten in den Services und Software. Adobe behält sich alle gemäß den Bedingungen nicht gewährten Rechte vor.

3.3 **Speicherung.** 1.3 Adobe empfiehlt, dass Sie Ihre Inhalte und Creative Cloud-Kundenschriften in regelmäßigen Abständen an einer anderen Stelle sichern, wenn die Services auch Speicher bereitstellen und diese Funktionalität von den entsprechenden Services aktiviert wird. Adobe kann für Ihre Inhalte angemessene technische Beschränkungen für die Dateigröße, den Speicherplatz, die Verarbeitungskapazität oder andere technische Grenzen festlegen. Adobe kann die Services aussetzen, bis der für Ihr Konto festgelegte Speichergrenzwert nicht mehr überschritten wird. Am Ende Ihrer Lizenzlaufzeit wird Adobe wirtschaftlich angemessene Anstrengungen unternehmen, um Ihnen die Übertragung Ihrer Inhalte aus den Services zu ermöglichen. Die Übertragung muss innerhalb von 30 Tagen nach dem Tag des Inkrafttretens der Kündigung oder des Endes Ihrer Lizenzlaufzeit abgeschlossen sein. Am Ende dieses 30-tägigen Übergangszeitraums behält sich Adobe das Recht vor, Ihre Inhalte zu löschen. Sie sollten alle Inhalte herunterladen, die Sie in den Services gespeichert haben, bevor Ihre Lizenz endet.

3.4 **Von Benutzern erstellte Inhalte.** Adobe kann von Benutzern erstellte Inhalte bereitstellen. Wenn Sie auf Services von Adobe zugreifen, stoßen Sie möglicherweise auf Inhalte von anderen Benutzern, die Sie anstößig oder ärgerlich finden. Die einzige Abhilfe besteht darin, sich entsprechende Inhalte nicht weiter anzusehen. Gegebenenfalls können Sie Adobe anstößige von anderen Benutzern erstellte Inhalte melden, indem Sie auf die Schaltfläche „Melden“ klicken, sofern diese verfügbar ist.

3.5 **Beispieldateien.** **„Beispieldateien“**bezeichnet von Adobe bereitgestellte, als Beispieldateien identifizierbare Dateien wie Audio- oder Videodateien, visuelle Dateien oder andere Inhaltsdateien für die Verwendung in Tutorials, Demonstrationen und für andere Testzwecke. Beispieldateien dürfen nicht für einen anderen Zweck als den, für den sie bereitgestellt wurden, genutzt werden. Sie dürfen Beispieldateien nicht auf eine Weise verteilen, die es Dritten ermöglicht, Beispieldateien als eigenständige Datei zu verwenden, herunterzuladen, zu extrahieren oder darauf zuzugreifen, und Sie können keine Rechte an Beispieldateien beanspruchen.

3.6 **Inhaltsdateien.** **„Inhaltsdateien“**bezeichnet Adobe-Ressourcen, die im Rahmen der Services und Software bereitgestellt werden. Vorbehaltlich anderslautender Bestimmungen in der Dokumentation oder bestimmten Lizenzen (einschließlich, aber nicht beschränkt auf Zusätzliche Bedingungen) gewährt Adobe Ihnen eine persönliche, nicht ausschließliche, nicht unterlizenzierbare, nicht übertragbare Lizenz zur Verwendung der Inhaltsdateien zum Zweck der Endnutzung (d. h. der von Ihnen erstellten abgeleiteten Applikationen oder Produkte), in die die Inhaltsdateien oder Ableitungen daraus eingebettet sind und die zur Nutzung durch Sie **(„Endnutzung“)**vorgesehen sind. Sie dürfen die Inhaltsdateien vor dem Einbetten in die Endnutzung verändern. Sie dürfen Inhaltsdateien nur dann reproduzieren und verbreiten, wenn eine Endnutzung vorliegt. Unter keinen Umständen dürfen Sie die Inhaltsdateien jedoch auf einer eigenständigen Basis verbreiten, wenn dabei der Definitionsumfang der Endnutzung überschritten wird.

3.7 **Kostenlose Mitgliedschaften, Abonnements, Angebote oder Testversionen.** Adobe kann nach eigenem Ermessen kostenlose Mitgliedschaften, Abonnements, Angebote oder Testversionen anbieten. Wenn Ihnen der Zugriff auf die Services und Software kostenlos oder für Testzwecke gewährt wird, unterliegt dieser Zugriff diesen Nutzungsbedingungen. Zu jedem Zeitpunkt vor oder während des kostenlosen Testzeitraums kann Adobe nach eigenem Ermessen den kostenlosen Zugriff ohne vorherige Ankündigung und ohne jegliche Haftung Ihnen gegenüber, soweit dies nach geltendem Recht gestattet ist, aus beliebigem Grund kündigen, auch um den Missbrauch des kostenlosen Testzugriffs zu verhindern. Nach Ablauf des kostenlosen Testzeitraums können Sie die Services oSoftware nur weiter nutzen, indem Sie sich für ein kostenpflichtiges Abonnement anmelden, sofern dies verfügbar oder anderweitig von Adobe gestattet ist. Während des kostenlosen Testzeitraums gelten keine ausdrücklichen oder stillschweigenden Garantien für die Services und Software. Alle Services und Software werden „wie besehen“ mit allen Mängeln bereitgestellt, und es wird kein technischer oder sonstiger Support eingeschlossen.

3.8 **Nicht zum Weiterverkauf bestimmte Version.** Adobe kann die Services und Software auch als „Testversion“, „Evaluierungsversion“, „nicht für den Weiterverkauf bestimmte Version“ oder ähnlich bezeichnen (engl. „Not for Resale“, daher nachfolgend **„NFR-Version“** genannt). Sie dürfen die NFR-Version nur während des Zeitraums und ausschließlich für die Zwecke installieren und verwenden, die Adobe bei Bereitstellung der NFR-Version festgelegt hat. Sie dürfen Materialien, die Sie mit der NFR-Version erstellen, für keinerlei kommerzielle Zwecke verwenden.

3.9 **Adobe Talent.**

(A) Sie dürfen keine Stellen ausschreiben, die auf bestimmte Arbeitswettbewerbe oder andere Möglichkeiten verweisen, in deren Rahmen um kundenspezifische und unbezahlte kreative Arbeit von Angehörigen von Kreativberufen geworben wird. Derartige Veröffentlichungen können ohne Erstattung entfernt werden.

(B) Adobe bietet Personalvermittlern und Unternehmen, die auf der Suche nach kreativen Talenten sind, eine bezahlte **„Talentsuche“**-Funktion. Durch Hochladen eines öffentlichen Profils oder eines öffentlichen Projekts in die Services erklären Sie sich damit einverstanden, dass die öffentlichen Informationen in Talentsucheergebnissen enthalten sein können.

3.10 **Creative Cloud-Kundenschriften.**

(A) Für jede Schrift oder Schriftdatei, die Sie hochladen oder an die Services und Software senden **(„Creative Cloud-Kundenschriften“)**versichern und garantieren Sie, dass Sie über alle erforderlichen Rechte verfügen, um Adobe die Verwendung, Reproduktion, Anzeige, das Hosting und die Verbreitung der Creative Cloud-Kundenschriften über die Services und Software für Ihre Nutzung zu erlauben. Creative Cloud-Kundenschriften gelten nicht als Inhalt gemäß der Definition in den Bedingungen. Adobe übernimmt keine Garantie oder Gewährleistung dafür, dass solche Creative Cloud-Kundenschriften kompatibel oder für die Verwendung mit den Services oSoftware geeignet sind.

(B) Für den Fall, dass Adobe von einem Dritten informiert wird oder bemerkt, dass Sie nicht über die in Ziffer 3.10 (A) (Creative Cloud-Kundenschriften) garantierten Rechte verfügen oder dass Ihre Creative Cloud-Kundenschriften Urheberrechte Dritter verletzen, kann Adobe die Creative Cloud-Kundenschriften aus Ihrem Konto, den Services oder den Inhalten entfernen, die die Creative Cloud-Kundenschriften verwenden. Wenn Adobe Ihre Creative Cloud-Kundenschriften von Ihrem Konto, den Services oder den Inhalten entfernt, die die Creative Cloud-Kundenschriften verwenden, ändert sich möglicherweise die Anzeige Ihrer Inhalte. Weitere Informationen dazu, wie sich Ihre Inhalte ändern können, erhalten Sie [hier](http://www.adobe.com/go/cc-fonts-faq).

(C) Sie können unseren Zugriff auf Ihre Creative Cloud-Kundenschriften widerrufen und unsere Rechte jederzeit kündigen, indem Sie Ihre Creative Cloud-Kundenschriften aus dem Service löschen.

(D) Bei Kündigung oder Schließung Ihres Kontos behält sich Adobe das Recht vor, Ihre Creative Cloud-Kundenschriften zu löschen. Einige Kopien Ihrer Creative Cloud-Kundenschriften können im Zuge routinemäßiger Backups von Adobe beibehalten werden.

(E) Möglicherweise erfasst Adobe Informationen, die mit Ihrer Verwendung der Creative Cloud-Kundenschriften in Verbindung stehen, etwa die Namen der Creative Cloud-Kundenschriften, die Sie hochladen, oder darüber, wie Sie die Creative Cloud-Kundenschriften verwenden.

3.11 **Andere Lizenztypen.**

(A) **Vorab- oder Betaversion.** Adobe kann die Services oder Software oder ein Merkmal der Services oder Software als Probe-Abo oder Vorab-, Prerelease- oder Betaversion **(„Betaversion“)**bezeichnen. Eine Betaversion stellt nicht das Endprodukt dar und kann Fehler enthalten, die einen Systemausfall oder andere Ausfälle und Datenverluste verursachen können. Die Betaversion wird unter Umständen nicht zur kommerziellen Nutzung freigegeben. Sie müssen die Nutzung der Betaversion umgehend einstellen und alle Kopien der Betaversion vernichten, wenn Adobe Sie dazu auffordert. Als Gegenleistung für die Verwendung einer Betaversion erklären Sie sich damit einverstanden, dass Adobe möglicherweise Daten über Ihre Nutzung der Betaversion sammelt, um die Produkte von Adobe zu verbessern und Ihr Anwendererlebnis zu personalisieren, unabhängig davon, ob Sie die Datenerfassung für Nicht-Betaversionen deaktiviert haben. Wenn Sie nicht möchten, dass Ihre Nutzung protokolliert wird, müssen Sie die Verwendung der Betaversion einstellen, indem Sie diese Betaversion deinstallieren oder eine Nicht-Betaversion der Services oder Software verwenden. Ein etwaiger gesonderter Vertrag, den Adobe mit ihnen über die Betaversion abschließt, ersetzt diese Ziffer.

(B) **Version für Bildungseinrichtungen.** Wenn Adobe die Services oder Software als Version zur Nutzung durch Benutzer aus Bildungseinrichtungen bezeichnet **(„Version für Bildungseinrichtungen“),**dürfen Sie die Version für Bildungseinrichtungen nur dann verwenden, wenn Sie die [hier](http://www.adobe.com/go/primary-secondary-institution-eligibility-guidelines) aufgeführten Teilnahmebedingungen erfüllen. Sie dürfen die Version für Bildungseinrichtungen nur in dem Land installieren und verwenden, in dem Sie die Bedingungen für Benutzer aus Bildungseinrichtungen erfüllen. Wenn Sie im Europäischen Wirtschaftsraum ansässig sind, ist im vorangehenden Satz unter „Land“ der Europäische Wirtschaftsraum gemeint.

3.12 **Services und Software von Dritten.** Die Services und Software können Services und Software von Drittanbietern umfassen, und Sie sind dafür verantwortlich, alle geltenden Bedingungen von Drittanbietern einzuhalten. Einige [Bedingungen von Dritten,](http://www.adobe.com/go/thirdparty)die für Ihre Nutzung der Services und Software zutreffend sein können, sind verfügbar. Zugriff auf Services und Software von Drittanbietern wird nur aus Zweckmäßigkeitsgründen bereitgestellt, und Adobe übernimmt keine Verantwortung für diese Services und Software von Drittanbietern.

**4. Ihre Inhalte.**

4.1 **Inhalte.** **„Inhalte“**bezeichnet Text, Informationen oder Material wie Audiodateien, Videodateien, elektronische Dokumente oder Bilder, die Sie in Verbindung mit Ihrer Nutzung der Services oder Software erstellen oder in die Services oder Software hochladen oder importieren. Sie dürfen keine Inhalte hochladen, die nach geltendem Recht verboten sind. Adobe behält sich das Recht vor, Inhalte zu entfernen oder den Zugriff auf Inhalte, Services und Software einzuschränken, wenn sich herausstellt, dass Inhalte von Ihnen gegen diese Bedingungen verstoßen. Adobe überprüft zwar nicht alle in die Services oder Software hochgeladenen Inhalte, aber Adobe kann verfügbare Technologien, Anbieter und Verfahren nutzen, um nach bestimmten Arten von illegalen Inhalten (z. B. Kinderpornografie) oder anderen missbräuchlichen Inhalten oder Verhalten (z. B. Handlungsmustern, die auf unerwünschte Werbemails oder betrügerisches Entlocken sensibler Daten schließen lassen, oder Kennwörter, die den Schluss nahelegen, dass nicht jugendfreie Inhalte für Minderjährige zugänglich gemacht wurden) zu suchen.

4.2 **Rechte an Ihren Inhalten zum Betreiben der Services und Software.**Nur zum Betreiben oder Verbessern der Services und Software erteilen Sie Adobe das nicht ausschließliche, weltweit geltende, gebührenfreie, unterlizenzierbare und übertragbare Recht, die Inhalte zu verwenden, zu vervielfältigen, öffentlich auszustellen, zu verbreiten, zu ändern (um Ihre Inhalte beispielsweise besser zu präsentieren), öffentlich vorzuführen und zu übersetzen, wenn Sie Inhalte in die Services oder Software hochladen.

4.3 **Freigabe Ihrer Inhalte.**

(A)**Freigabe.**Manche Services oder Software können Funktionen umfassen, die es Ihnen ermöglichen, Ihre Inhalte freizugeben oder zu veröffentlichen. **„Freigeben“**bedeutet, durch Ihre Nutzung der Services und Software per E-Mail senden, bereitstellen, übertragen, streamen, hochladen oder auf andere Weise (Adobe oder anderen Benutzern) zur Verfügung stellen. Andere Benutzer können Ihre Inhalte auf vielerlei Art verwenden, kopieren, ändern oder weitergeben. Überlegen Sie sich genau, welche Inhalte Sie freigeben oder veröffentlichen, da Sie für die von Ihnen freigegebenen Inhalte die volle Verantwortung tragen.

(B) **Zugangsstufe.** Von Adobe wird weder überwacht noch kontrolliert, was andere mit Ihren Inhalten machen. Sie sind dafür verantwortlich, die Beschränkungen für Ihre Inhalte und die jeweilige Zugangsstufe festzulegen. Wenn Sie keine Zugangsstufe für Ihre Inhalte festlegen, kann automatisch die niedrigste Sicherheitsstufe gewählt werden. Es liegt in Ihrer Verantwortung, andere Benutzer wissen zu lassen, wie Ihre Inhalte freigegeben werden können, und die entsprechende Einstellung für den Zugang und die Freigabe Ihrer Inhalte vorzunehmen.

(C) **Kommentare.** Alle Kommentare, die Sie über die Services und Software übermitteln, sind nicht anonym und können von anderen Benutzern eingesehen werden. Ihre Kommentare können von Ihnen, von anderen Benutzern oder von Adobe gelöscht werden.

4.4 **Beendigung des Rechts.**Sie können dieses Lizenzrecht in Zusammenhang mit Ihren Inhalten jederzeit widerrufen und Adobe die Rechte entziehen, indem Sie Ihre Inhalte vom Service entfernen. Es ist aber möglich, dass einige Kopien Ihrer Inhalte im Zuge routinemäßiger Backups von Adobe erhalten bleiben.

4.5**Rückmeldungen.** Sie sind nicht verpflichtet, Adobe Ideen, Vorschläge, Anregungen oder Fehler- oder Absturzberichte zu senden **(„Rückmeldungen“).** Aber wenn Sie Adobe eine Rückmeldung schicken, erteilen Sie Adobe das nicht ausschließliche, unwiderrufliche, unbefristete, weltweit geltende, gebührenfreie, unterlizenzierbare und übertragbare Recht, die Rückmeldung zu erstellen, zu nutzen, zu verkaufen, erstellen zu lassen, zum Verkauf anzubieten, zu importieren, zu exportieren, zu vervielfältigen, öffentlich auszustellen, zu verbreiten, zu ändern und öffentlich vorzuführen.

**5. Ihr Konto.**

5.1. **Kontoinformationen.**Sie sind für alle Aktivitäten verantwortlich, die über Ihr Konto erfolgen, auch wenn diese Aktivitäten nicht von Ihnen oder ohne Ihr Wissen oder Ihre Zustimmung erfolgen. Setzen Sie den Support umgehend davon in Kenntnis, wenn Sie von einer unbefugten Nutzung Ihres Kontos erfahren. Sie sind nicht berechtigt, (A) Ihre Kontoinformationen beabsichtigt oder unbeabsichtigt weiterzugeben (außer an einen bevollmächtigten Kontoadministrator) oder (B) das Konto eines anderen zu verwenden. Ihr Kontoadministrator kann Ihre Kontoinformationen verwenden, um Ihren Zugang zu den Services und Software und deren Nutzung durch Sie zu verwalten. Für PhoneGap behält sich Adobe das Recht vor, Abonnementbeschränkungen und -einschränkungen zu überwachen und durchzusetzen, darin eingeschlossen, aber nicht beschränkt auf, das Recht, Gebühren für Überschreitungen der Beschränkungen in Rechnung zu stellen.

5.2 **Inaktivität des Gratis-Kontos.** Sie sind dafür verantwortlich, Ihr Konto aktiv zu halten. Dies bedeutet, dass Sie sich regelmäßig anmelden müssen, um Unterbrechungen oder den Verlust des Zugriffs auf die Services und Software sowie die Kündigung Ihres Kontos zu vermeiden. Wenn Sie sich nicht regelmäßig bei Ihrem Konto anmelden, behält sich Adobe das Recht vor, davon auszugehen, dass Ihr Konto inaktiv ist, und Sie stimmen zu, dass Adobe es möglicherweise für Sie schließt. Sie sind sich dessen bewusst, dass Sie bei Schließung den Zugriff auf alle in Ihrem Konto gespeicherten Inhalte verlieren. Bevor Ihr Konto wegen Inaktivität geschlossen wird, wird Adobe versuchen, Sie darüber zu informieren. Zur Vermeidung von Zweifeln gilt diese Ziffer 5.2 (Inaktivität des Kontos) nicht für bezahlte ordnungsgemäße Konten.

**6. Benutzerverhalten.**

6.1 **Verantwortungsbewusste Nutzung.** Die Adobe-Communities bestehen in der Regel aus Benutzern, die ein gewisses Maß an Höflichkeit und Professionalität erwarten. Sie müssen die Services und Software verantwortungsbewusst nutzen.

6.2 **Missbräuchliche Verwendung.**Sie dürfen die Services oder Software nicht missbräuchlich verwenden. So sind Sie beispielsweise nicht berechtigt,

(A) die Services oder Software ohne oder bei Nichteinhaltung einer schriftlichen Lizenz oder eines Vertrags mit Adobe zu nutzen;

(B) die Services oder Software zu kopieren, zu verändern, bereitzustellen, in Echtzeit wiederzugeben (per Streaming), unterzulizenzieren oder weiterzuverkaufen;

(C) anderen die Nutzung der Services oder Software unter Verwendung Ihrer Kontoinformationen zu ermöglichen oder zu gestatten;

(D) die Services oder Software in einem Computerdienstleistungsgeschäft, einem Outsourcing-Service eines Drittanbieters, auf Mitglieder- oder Abonnementbasis, auf der Basis eines Dienstleistungsbüros, auf der Basis von Timesharing, als Teil eines gehosteten Services oder im Auftrag eines Dritten anzubieten, zu verwenden oder deren Nutzung zu genehmigen;

(E) die Software zu verwenden, um irgendeine Art von Datenbank oder Datensatz zu erstellen;

(F) auf die Services oder Software durch eine andere Methode als über die von Adobe bereitgestellte Schnittstelle oder wie von Adobe genehmigt zuzugreifen oder dies zu versuchen;

(G) Zugangs- oder Nutzungsbeschränkungen zu umgehen, die bestimmte Nutzungen der Services oder Software verhindern sollen;

(H) Inhalte oder Creative Cloud-Kundenschriften freizugeben oder sich anderweitig an einem Verhalten zu beteiligen, das die Rechte an geistigem Eigentum Dritter verletzt. **„Rechte an geistigem Eigentum“**bezeichnet Urheberrechte, Urheberpersönlichkeitsrechte, Marken-, Handelsaufmachungs-, Patent- und Betriebsgeheimnisrechte, Rechte zum Schutz vor unlauterem Wettbewerb, Recht auf Privatsphäre, Öffentlichkeitsechte und alle anderen Eigentumsrechte;

(I) Inhalte freizugeben, die rechtswidrig, schädlich, drohend, obszön, gewalttätig, beleidigend, sittenwidrig, verleumderisch, diffamierend, vulgär, anstößig, gotteslästerlich, in die Privatsphäre eines anderen eingreifend, hasserfüllt oder anderweitig verwerflich sind;

(J) Inhalte freizugeben, die Minderjährige sexualisieren oder unangemessene Interaktionen mit Minderjährigen, anderen Adobe-Benutzern oder der Öffentlichkeit ermöglichen sollen;

(K) sich für eine andere natürliche oder juristische Person auszugeben oder Ihre Verbindung zu einer anderen natürlichen oder juristischen Person falsch oder missverständlich darzustellen;

(L) zu versuchen, die Services oder Software zu deaktivieren, zu beeinträchtigen oder zu zerstören;

(M) Inhalte, Creative Cloud-Kundenschriften oder Code, die Viren, bösartigen Code, Malware oder Komponenten enthalten, die die Funktionalität der Services oder Software beeinträchtigen oder einschränken, hochzuladen, zu übertragen, zu speichern oder bereitzustellen;

(N) andere Benutzer bei der Nutzung der Services oder Software zu stören oder zu beeinträchtigen oder an der Nutzung zu hindern (z. B. durch Bedrängen, Einschüchterung, Belästigung oder Anstiftung zur Gewalt oder Selbstverletzung);

(O) sich an Kettenbriefen, unerwünschten Werbesendungen, Schneeball- oder Pyramidenspielen, betrügerischem Entlocken sensibler Daten (Phishing), Spam-Mails, betrügerischen Aktivitäten oder anderen unaufgeforderten E-Mails oder sonstigen Nachrichten oder Botschaften zu beteiligen;

(P) Werbung für Produkte oder Services in den Services zu platzieren, wenn nicht vorher durch Adobe schriftlich genehmigt;

(Q) Datenbankauswertung oder ähnliche Data-Mining- und Datenextraktionsmethoden in Verbindung mit den Services oder Software anzuwenden, einschließlich Daten-Scraping für maschinelles Lernen oder andere Zwecke;

(R) die Services oder Software künstlich zu manipulieren oder zu stören (z. B. Wertschätzungen auf Behance zu manipulieren oder Benutzer zu Websites von Drittanbietern zu führen);

(S) Adobe-Konten zu erstellen, um gegen diese Bestimmungen zu verstoßen oder die Beendigung des Kontos oder andere von Adobe durchgeführte Maßnahmen zu umgehen;

(T) die Services oder Software mithilfe von Framing oder einer ähnlichen Navigationstechnologie zu manipulieren oder auf andere Weise anzuzeigen oder

(U) gegen geltendes Recht zu verstoßen.

**7. Gebühren und Zahlungen.**

7.1 **Steuern und Gebühren Dritter.** Sie müssen alle anfallenden Steuern und anwendbaren Gebühren Dritter (einschließlich Gebühren für Telefon, Mobilfunk, Internetdienstanbieter, Daten-Abos, Kreditkarten, Wechselkurs und Auslandstransaktionen) bezahlen. Adobe ist für diese Gebühren nicht verantwortlich. Bei Fragen bezüglich Gebühren wenden Sie sich bitte an Ihr Bankinstitut. Adobe kann alle erforderlichen Maßnahmen ergreifen, um ausstehende Gebühren von Ihnen einzuziehen. Sie sind für alle damit verbundenen Einziehungskosten und -spesen verantwortlich. Wenn Sie sich in einem anderen Land als das jeweilige Adobe-Unternehmen befinden, mit dem Sie Transaktionen durchführen, (d. h. Adobe Inc. für Kunden in Nordamerika und Adobe Systems Software Ireland Limited für Kunden in allen anderen Ländern), erfolgen Ihre Zahlungen an ein ausländisches Unternehmen.

7.2 **Kreditkarteninformationen.** Sie ermächtigen Adobe, Ihre Zahlungsmethode zu speichern und sie in Verbindung mit Ihrer Nutzung der Services und Software zu verwenden, wie in Ihren Vertrags- und Kündigungsbedingungen beschrieben. Adobe kann zur Vermeidung von Unterbrechungen Ihres Services an von Ihrem Kreditkartenanbieter unterstützten Programmen teilnehmen, um zu versuchen, Ihre Zahlungsinformationen zu aktualisieren. Sie erteilen Adobe die Erlaubnis, Ihr Konto mit den aktualisierten Informationen, die Adobe erhält, zu belasten.

**8. Ihre Gewährleistungs- und Freistellungspflichten.**

8.1 **Gewährleistung.** Durch Hochladen Ihrer Inhalte in die Services oder Software bestätigen Sie, dass Sie über (A) alle erforderlichen Lizenzen und Genehmigungen zur Verwendung und Freigabe Ihrer Inhalte sowie (B) die nötigen Rechte zur Erteilung der Lizenzen gemäß den Bedingungen verfügen.

8.2 **Freistellung.** Sie sind verpflichtet, Adobe und den Zweigunternehmen, Tochter- und Schwesterorganisationen, leitenden Angestellten, Vertretern, Mitarbeitern, Partnern und Lizenzgebern von Adobe für alle Ansprüche, Forderungen, Verluste und Schäden einschließlich angemessener Anwaltskosten schadlos zu halten, die sich aus bzw. in Zusammenhang mit Ihren Inhalten, Creative Cloud-Kundenschriften, Ihrer Nutzung der Services oder Software oder einem Verstoß gegen die Bedingungen durch Sie ergeben. Adobe ist berechtigt, die Verteidigung im Zuge einer Forderung, Klage oder Angelegenheit in Zusammenhang mit einer Freistellung durch Sie mit einem Verteidiger nach Wahl Adobes zu übernehmen. Sie sind verpflichtet, bei der Verteidigung gegen eine derartige Forderung, Klage oder Angelegenheit in vollem Umfang mit Adobe zusammenzuarbeiten.

**9. Gewährleistungsausschluss.**

9.1 **Sofern in den Zusätzlichen Bedingungen nichts anderes festgelegt ist, werden die Services und Software ohne Mängelgewähr bereitgestellt. Soweit gesetzlich zulässig, schließt Adobe alle ausdrücklichen und stillschweigenden Gewährleistungen, einschließlich der stillschweigenden Gewährleistung der Rechtsmängelfreiheit, Marktgängigkeit und Eignung für einen bestimmten Zweck aus. Adobe übernimmt keinerlei Verpflichtung in Zusammenhang mit den Inhalten der Services. Adobe schließt des Weiteren jede Gewährleistung aus, dass (A) die Services oder Software Ihre Anforderungen erfüllen oder andauernd ununterbrochen, zeitgerecht, sicher und fehlerfrei verfügbar sind; (B) die durch Nutzung der Services oder Software erzielten Ergebnisse wirkungsvoll, richtig oder zuverlässig sind; (C) die Qualität der Services oder Software Ihre Erwartungen erfüllt oder (D) Fehler oder Mängel der Services oder Software behoben werden.**

9.2 **Adobe schließt insbesondere jedwede Haftung für Klagen aus, die sich aus der Nutzung der Services oder Software durch Sie ergeben. Der Zugriff auf die Services und Software durch Sie und deren Nutzung erfolgen nach eigenem Ermessen und auf eigene Gefahr, und Sie tragen für eine etwaige Beschädigung Ihres Computersystems oder einen etwaigen Datenverlust infolge der Verwendung der Services oder Software bzw. des Zugriffs auf diese die alleinige Verantwortung.**

9.3 **Wenn Sie Ihre Inhalte zu den Servern von Adobe senden, damit sie über die Services freigegeben werden, ist Adobe nicht verantwortlich für: (A) Verlust, Verfälschung oder Beschädigung Ihrer Inhalte; (B) die Löschung von Inhalten durch andere Akteure als Adobe; (C) die Nutzung Ihrer Inhalte durch Drittparteien auf anderen Websites oder in anderen Medien.**

**10. Haftungsbeschränkung.**

10.1 **Sofern in den zusätzlichen Bedingungen nichts anderes festgelegt ist, übernimmt Adobe Ihnen oder Dritten gegenüber keinerlei Haftung für spezielle, immaterielle, beiläufig entstandene, mittelbare oder Folgeschäden, verschärften oder Strafschadenersatz welcher Art auch immer und ungeachtet der Ursachen, einschließlich Einbußen und Schäden, die (A) sich aus einem Nutzungsausfall, Datenverlust, Verlust des guten Rufes, Umsatz- oder Gewinnausfall ergeben; (B) auf einer Haftungstheorie, einschließlich Vertragsbruch oder Verletzung der Gewährleistung, Fahrlässigkeit oder einer anderen unerlaubten Handlung beruhen, oder (C) sich aus einer anderen Forderung in Zusammenhang mit Ihrer Nutzung der Services oder Software bzw. dem Zugriff auf diese ergeben. Im Falle von grober Fahrlässigkeit, vorsätzlichem Fehlverhalten durch Adobe oder Adobes Mitarbeitern oder Tod oder Personenschäden wird Adobes Haftung durch keine in diesen Bedingungen enthaltene Bestimmung beschränkt oder ausgeschlossen.**

10.2 **Adobes Gesamthaftung hinsichtlich Angelegenheiten, die sich in Zusammenhang mit den Bedingungen ergeben, ist auf (A) USD 100 oder (B) den von Ihnen während des dreimonatigen Zeitraums vor dem Ereignis, auf das die Haftung zurückzuführen ist, für den Zugang zu Services oder Software bezahlten Gesamtbetrag beschränkt, je nachdem, welcher Betrag höher ist.**

10.3 **Diese Einschränkungen und Ausschlüsse in dieser Ziffer 10 (Haftungsbeschränkung) gelten im gesetzlich zulässigen Umfang, auch wenn (A) ein Rechtsbehelf Sie nicht vollständig für Verluste entschädigt oder dessen wesentlichen Zweck verfehlt; oder (B) Adobe wusste oder hätten wissen müssen, dass Schäden möglich sind.**

10.4 **Diese Bedingungen regeln die gesamte Haftung von Adobe und seinen verbundenen Unternehmen sowie Ihr ausschließliches Rechtsmittel in Bezug auf den Zugriff auf und die Nutzung von Services und Software.**

**11. Kündigung.**

11.1 **Kündigung durch Sie.** Sie können die Nutzung der Services oder Software jederzeit beenden. Die Kündigung Ihres Kontos enthebt Sie nicht von etwaigen Verpflichtungen zur Bezahlung ausstehender Gebühren.

11.2**Kündigung durch Adobe.** Wenn Adobe die Bedingungen oder Ihre Nutzung des/der Services oder Software ohne wichtigen Grund kündigt, ist Adobe in vertretbarem Umfang bestrebt, Sie mindestens 30 Tage vor der Kündigung durch eine entsprechende Mitteilung an die von Ihnen angegebene E-Mail-Adresse zu benachrichtigen und Ihnen Anweisungen zu geben, wie Sie Ihre Inhalte abrufen können. Bitte beachten Sie, dass Sie nach der Kündigung möglicherweise den Zugriff auf Ihre Inhalte verlieren, wie in Ziffer 4.4 (Beendigung des Rechts) beschrieben. Soweit nicht in einer der Zusätzlichen Bedingungen etwas anderes bestimmt ist, kann Adobe jederzeit Ihr Recht, die Services oder Software zu nutzen und darauf zuzugreifen, beenden oder aussetzen, wenn

(A) Sie gegen eine der Bedingungen verstoßen (oder in einer Art und Weise handeln, aus der ersichtlich ist, dass Sie nicht die Absicht haben oder nicht in der Lage sind, die Bedingungen zu erfüllen);

(B) Sie Gebühren für die Services oder Software gegebenenfalls nicht termingerecht bezahlen;

(C) Sie physisch, verbal oder auf anderem Wege Adobe oder Adobes Personal missbrauchen, bedrohen, schikanieren oder belästigen (unter diesen Umständen kann Adobe alternativ Ihren Zugang zu den Services oder Software aussetzen oder einschränken);

(D) Sie wiederholt Beschwerden in bösem Glauben oder ohne angemessene Grundlage erhoben haben und dies auch weiterhin tun, nachdem Adobe Sie aufgefordert hat, dies zu unterlassen (unter diesen Umständen kann Adobe alternativ Ihren Zugang zu den Services oder Software aussetzen oder einschränken);

(E) dies für Adobe aus gesetzlichen Gründen erforderlich ist (z. B. wenn die Bereitstellung der Services oder Software für Sie rechtswidrig ist bzw. wird);

(F) Adobe beschließt, die Services oder Software ganz oder teilweise einzustellen (wenn es Adobe z. B. aufgrund einer Gesetzesänderung unmöglich ist, die Services in Ihrer Region weiterhin anzubieten) oder

(G) Ihr Gratis-Konto über einen längeren Zeitraum hinweg nicht genutzt wurde.

11.3 **Fortbestehen.**Bei Ablauf oder Kündigung der Bedingungen können einige oder alle Services oder Softwareprogramme ohne vorherige Ankündigung ganz oder teilweise nicht mehr funktionsfähig sein. Ihre Freistellungspflichten sowie Adobes Gewährleistungsausschlüsse und Haftungsbeschränkungen sowie Streitbeilegungsbestimmungen gemäß den Bedingungen bleiben gültig.

**12. Einhaltung von Handelssanktionen und Ausfuhrkontrollen.**Die Services oder Software und Ihre Nutzung derselben unterliegen Einschränkungen und Bestimmungen der USA und anderen Gerichtsbarkeiten, die (A) die Einfuhr, Ausfuhr und Nutzung der Services und Software regeln und (B) Adobe die Bereitstellung der Services und Software ohne Vorankündigung untersagen können. Durch die Nutzung der Services und Software erklären Sie sich damit einverstanden, alle derartigen Gesetze, Beschränkungen und Vorschriften einzuhalten, und Sie garantieren, dass Ihnen der Empfang der Services und Software nach den Gesetzen einer Gerichtsbarkeit nicht untersagt ist.

**13. Australisches Verbraucherschutzgesetz.**Nichts in den Bedingungen ist dazu bestimmt, Verbraucherrechte nach dem Competition and Consumer Act 2010 (Cth) (CCA, Gesetz über Wettbewerb und Verbraucherschutz 2010) auszuschließen, einzuschränken oder zu ändern oder ein anderes Gesetz, das nicht ausgeschlossen, eingeschränkt oder durch Vereinbarung geändert werden darf. Wenn das CCA oder ein anderes Gesetz eine Bedingung, Gewährleistung oder Frist in die Bedingungen einbezieht oder gesetzliche Garantien in Verbindung mit den Bedingungen bietet, in Bezug auf Waren oder Services (falls vorhanden), ist Adobes Haftung für die Verletzung einer solchen Bedingung, Gewährleistung, Frist oder Garantie (nach Adobes Wahl) begrenzt, soweit dies möglich ist: (A) Im Falle der Lieferung von Waren führt Adobe einen oder mehrere der folgenden Schritte aus: (1) Ersatz der Waren oder Lieferung von gleichwertigen Waren; (2) Reparatur der Waren; (3) Begleichung der Kosten für den Ersatz der Waren oder den Erwerb gleichwertiger Waren und (4) Begleichung der Kosten für die Reparatur der Waren. (B) Im Falle der Bereitstellung von Services führt Adobe einen oder beide der folgenden Schritte aus: (1) erneute Bereitstellung der Services oder (2) Begleichung der Kosten für eine erneute Bereitstellung der Services.

**14. Streitbeilegung.**

14.1 **Verfahren.**Im Falle von Bedenken oder Streitigkeiten erklären Sie sich bereit, zuerst zu versuchen, die Streitigkeit informell beizulegen, indem Sie sich an Adobe wenden. Wenn eine Streitigkeit nicht innerhalb von 30 Tagen nach Eingang bei Adobe beigelegt wird, müssen etwaige hieraus folgende rechtliche Schritte durch eine endgültige und verbindliche Entscheidung einer Schiedsstelle geregelt werden, einschließlich der Frage, ob ein Schiedsverfahren erforderlich ist, wobei Sie jedoch Forderungen gegebenenfalls bei einem Gericht für geringe Schadenersatzansprüche geltend machen können. Ansprüche in Zusammenhang mit den Bedingungen, Services oder Software sind dauerhaft ausgeschlossen, wenn sie nicht innerhalb eines Jahres nach dem Ereignis geltend gemacht werden, das zu dem Anspruch führt.

14.2 **Schiedsordnung.**Wenn Sie in Nord-, Mittel- oder Südamerika ansässig sind, wird das Schiedsverfahren von JAMS im Bezirk Santa Clara, Kalifornien, USA, gemäß seiner Schiedsordnung durchgeführt. Wenn Sie in Australien, Neuseeland, Japan, Festlandchina, der Sonderverwaltungsregion Hongkong der Volksrepublik China, der Sonderverwaltungsregion Macau der Volksrepublik China, der Region Taiwan, Südkorea, Indien, Sri Lanka, Bangladesch, Nepal oder einem Mitgliedsstaat der Vereinigung südostasiatischer Staaten (ASEAN) ansässig sind, wird das Schiedsverfahren vom internationalen Schiedsgericht in Singapur (SIAC) gemäß seiner Schiedsordnung in Singapur durchgeführt. Diese Schiedsordnung gilt als durch Bezugnahme in diese Ziffer aufgenommen. Anderenfalls wird das Schiedsverfahren vom internationalen Schiedsgerichtshof London (LCIA) in London gemäß seiner Schiedsordnung durchgeführt. Es wird ein von Ihnen und Adobe gewählter Schiedsrichter eingesetzt. Das Schiedsverfahren wird in englischer Sprache geführt, wobei jedoch alle Zeugen, deren Muttersprache nicht Englisch ist, ihre Aussage in ihrer jeweiligen Muttersprache machen können, die simultan ins Englische gedolmetscht wird (auf Kosten der Vertragspartei, die den entsprechenden Zeugen aufbietet). Das Urteil über den ergangenen Schiedsspruch kann eingetragen werden und ist vor jedem für Sie und Adobe zuständigen Gericht durchsetzbar.

14.3 **Keine Gruppenklagen. Sie können Streitigkeiten mit Adobe nur individuell beilegen und Sie sind nicht berechtigt, als Kläger oder Sammelkläger im Rahmen einer Sammel- oder Repräsentativklage eine Klage einzubringen.**

14.4 **Einstweilige Verfügung.** Unbeschadet des Vorstehenden erklären Sie sich damit einverstanden, dass Adobe vor jedem Gericht auf Unterlassung (oder entsprechenden Rechtsbehelf) klagen kann, wenn Sie oder andere unter Missachtung der Bedingungen unbefugt auf die Services und Software zugreifen bzw. diese auf derartige Weise verwenden.

**15. Prüfrechte.** Unternehmen erklären sich damit einverstanden, dass Adobe höchstens einmal alle zwölf (12) Monate nach einer entsprechenden Benachrichtigung sieben (7) Tage im Voraus berechtigt ist, Adobes Personal oder einen unabhängigen Dritten, der zur Geheimhaltung verpflichtet ist, mit der Überprüfung (einschließlich einer manuellen Prüfung und/oder elektronischer Methoden) Ihrer Aufzeichnungen, Systeme und Anlagen zu beauftragen, um zu bestätigen, dass die Installation und Nutzung jedweder Services oder Software durch Sie gemäß den Bestimmungen gültiger Lizenzen von Adobe erfolgen. Darüber hinaus müssen Sie Adobe innerhalb von 30 Tagen nach einer entsprechenden Aufforderung alle von Adobe angeforderten Unterlagen und Informationen bereitstellen, damit Adobe gewährleisten kann, dass die Installation und Nutzung jeglicher Services und Software durch Sie in Übereinstimmung mit den Bestimmungen gültiger Lizenzen von Adobe erfolgen. Wenn die Überprüfung ergibt, dass für die Services und Software nicht genügend Lizenzen erworben wurden, erwerben Sie unverzüglich alle erforderlichen Lizenzen, Abonnements sowie Wartung und Unterstützung für die zurückliegende Zeit. Wenn die unterbezahlten Gebühren 5 % des Werts der zahlbaren Lizenzgebühren übersteigen, zahlen Sie auch angemessene Kosten von Adobe für die Überprüfung.

**16. Updates für die Services und Software und Verfügbarkeit.**

16.1 **Updates für die Services und Software.**Adobe kann die Services und Software (einschließlich bestimmter Teile oder Funktionen) jederzeit ohne Haftung gegenüber Ihnen oder Dritten ändern, aktualisieren oder einstellen. Bei Änderungen an kostenpflichtigen Angeboten wird Adobe jedoch angemessene Anstrengungen unternehmen, um Sie über die Änderung, Aktualisierung oder Einstellung zu informieren. Wenn Adobe die Services oder Software ganz einstellt, wird Adobe angemessene wirtschaftliche Anstrengungen unternehmen, um Ihnen die Übertragung Ihrer Inhalte zu ermöglichen, und Sie erhalten von Adobe eine anteilige Rückerstattung für nicht genutzte Gebühren für den Service oder die Software, die Sie im Voraus bezahlt haben.

16.2 **Verfügbarkeit.** Webseiten, auf denen die Services beschrieben werden, sind weltweit zugänglich. Dies bedeutet aber nicht, dass sämtliche Services oder Dienstfunktionen in Ihrem Land verfügbar sind oder dass vom Benutzer erstellte Inhalte, die über die Services bereitgestellt werden, in Ihrem Land gesetzlich zulässig oder verfügbar sind. Zugriff auf bestimmte Services (oder bestimmte Dienstfunktionen, Beispieldateien oder Inhaltsdateien) in bestimmten Ländern kann von Adobe oder ausländischen Regierungen blockiert werden. Es liegt in Ihrer Verantwortung sicherzustellen, dass Ihre Nutzung der Services am Ort der Nutzung gesetzlich zulässig oder verfügbar ist. Die Services sind nicht in allen Sprachen verfügbar.

**17. Keine Modifizierung, keine Rückentwicklung.** Sofern in den Bedingungen nicht ausdrücklich gestattet, dürfen Sie (A) keinen Teil der Services oder Software ändern, portieren, anpassen oder übersetzen oder (B) nicht durch Reverse-Engineering (einschließlich, aber nicht beschränkt auf Überwachung oder Zugriff auf die Ein- und Ausgaben, die durch ein System oder eine Applikation fließen), Dekompilierung, Disassemblierung oder anderweitig versuchen, den Quellcode, Datendarstellungen oder zugrundeliegende Algorithmen, Prozesse oder Methoden innerhalb der Services oder Software oder Teilen davon aufzudecken. Wenn Sie nach den Gesetzen Ihres Landes berechtigt sind, die Services oder Software zu dekompilieren, um Informationen zu erhalten, die erforderlich sind, damit die lizenzierten Teile der Services oder Software mit anderer Software zusammen betrieben werden können, müssen Sie diese Informationen zuerst von Adobe angefordert haben. Adobe kann Ihnen nach eigenem Ermessen solche Informationen zur Verfügung stellen oder Ihnen angemessene Bedingungen für Ihre Dekompilierung der Services und Software auferlegen, einschließlich einer angemessenen Gebühr, um sicherzustellen, dass Adobes Schutzrechte an den Services und Software und die Schutzrechte von Adobes Lieferanten gewahrt sind.

**18. Sonstige Bestimmungen.**

18.1 **Englische Fassung.** In Bezug auf die Interpretation und Auslegung der Bedingungen ist nur die englische Fassung maßgebend.

18.2 **Mitteilungen an Adobe.** Sie können die Mitteilungen an Adobe an die folgende Adresse schicken: Adobe Inc., 345 Park Avenue, San Jose, California, 95110-2704, USA, Attention: General Counsel.

18.3 **Mitteilungen an Sie.** Adobe kann Sie per E-Mail, per Post, durch Veröffentlichungen im Rahmen der Services oder durch andere rechtlich zulässige Mittel benachrichtigen. Es liegt in Ihrer Verantwortung, Ihre Kontoinformationen auf dem neuesten Stand zu halten, damit Sie Benachrichtigungen empfangen können.

18.4 **Abtretung.** Sie sind nicht berechtigt, die Bedingungen oder Ihre Rechte und Pflichten gemäß den Bedingungen ohne Adobes schriftliche Zustimmung ganz oder teilweise abzutreten oder anderweitig zu übertragen. Jeglicher derartiger Versuch ist ungültig. Adobe kann Adobes Rechte gemäß den Bedingungen an einen Dritten abtreten.

18.5 **Vertragsbedingungen für Regierungseinrichtungen.** Wenn Sie eine US-Behörde sind oder die Bedingungen den Federal Acquisition Regulations (FAR, Beschaffungsverordnung der US-Bundesbehörden) unterliegen, sind die gemäß den Bedingungen bereitgestellten Services und Software „kommerzielle Artikel“ im Sinne von 48 C.F.R. § 2.101, bestehend aus „kommerzieller Computer-Software“ und „Begleitmaterial für kommerzielle Computer-Software“ und damit verbundenen Services im Sinne von 48 C.F.R. § 12.212 bzw. 48 C.F.R. § 227.7202, wie jeweils anwendbar. In Übereinstimmung mit 48 C.F.R. § 12.212 oder 48 C.F.R. §§ 227.7202-1 bis 227.7202-4 wird, soweit anwendbar, US-amerikanischen Bundesbehörden als Endbenutzer eine Lizenz über handelsübliche Computersoftware und die Dokumentation zu handelsüblicher Computer-Software zur Verfügung gestellt, und zwar (A) ausschließlich als Handelsartikel und (B) ausschließlich mit solchen Rechten versehen, die alle anderen Endbenutzer gemäß den hier aufgeführten Bestimmungen in den Bedingungen erhalten. Unveröffentlichte Rechte bleiben gemäß den Gesetzen der Vereinigten Staaten von Amerika Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA, vorbehalten.

18.6 **Überschriften.** Überschriften, die in diese Bedingungen verwendet werden, dienen nur der Übersichtlichkeit und werden nicht zur Erläuterung von Bedeutung oder Absicht verwendet.

18.7 **Teilunwirksamkeit.** Sollte sich eine der Bestimmungen der Bedingungen aus irgendeinem Grund als ungültig oder nicht durchsetzbar erweisen, bleibt der Rest der Bedingungen vollumfänglich in Kraft und wirksam.

18.8 **Kein Rechteverzicht.**Wenn Adobe es verabsäumt, eine der Bestimmungen der Bedingungen durchzusetzen oder auszuüben, so stellt dies keinen entsprechenden Verzicht dar.

18.9 **Höhere Gewalt.** Keine Partei haftet gegenüber der anderen für eine Verzögerung oder Nichterfüllung einer Verpflichtung (mit Ausnahme Ihrer Zahlungsverpflichtungen gegenüber Adobe) gemäß den Bedingungen, wenn die Verzögerung oder Nichterfüllung auf unvorhergesehene Ereignisse zurückzuführen ist, die nach der Wirksamkeit der Bedingungen eintreten und welche außerhalb der zumutbaren Kontrolle der Parteien liegen, wie Streiks, Blockaden, Kriege, Terrorismus, Unruhen, Naturkatastrophen, Verweigerung der Genehmigung durch die Regierung oder andere Regierungsbehörden, sofern ein solches Ereignis die betroffene Partei an der Erfüllung ihrer Verpflichtungen hindert oder sie verzögert, und diese Partei nicht in der Lage ist, die höhere Gewalt zu angemessenen Kosten zu verhindern oder zu beseitigen.

**19. DMCA.** Adobe anerkennt die Rechte am geistigen Eigentum anderer und erwartet das auch von seinen Benutzern. Adobe reagiert auf eindeutige Hinweise auf Urheberrechtsverletzungen gemäß dem US-amerikanischen Urheberrechtsgesetz („DMCA“). [Hier](https://www.adobe.com/ch_de/legal/dmca.html) erfahren Sie mehr über die Richtlinien und Praktiken von Adobe zum Löschen von Inhalten in Zusammenhang mit Rechten an geistigem Eigentum.

IntelliJ by Jetbrains

**1. PARTIES**

1.1. "JetBrains" or "We" means JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/10, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID. No.: 265 02 275.

1.2. "User" or "You" means the individual given the right to use a Product in accordance with this Agreement. For the avoidance of doubt, User is a natural person and not a corporation, company, partnership or association, or other entity or organization.

1.3. "Product Holder" means the sole proprietor or legal entity specified in the Subscription Confirmation. For legal entities, "Product Holder" includes any entity which controls, is controlled by, or is under common control with Product Holder. For the purposes of this definition, "control" means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

**2. DEFINITIONS**

2.1. "Agreement" means this JetBrains User Agreement covering use of the Product by individual Users.

2.2. "Product" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, including software plugins, irrespective of whether any such software (i) may or may not be covered by Toolbox Subscription or (ii) is or is not provided perpetually and/or for free. For the avoidance of doubt, the Product is not produced to the specifications of the User nor customized through modification or personalization, and is intended for mass distribution.

2.3. "Client" means a computer device used by User for running Product(s).

2.4. "Product Version" means a release, update, or upgrade of a particular Product that is not identified by JetBrains as being made for the purpose of fixing software bugs.

2.5. "Bug Fix Update" for a particular Product Version means a software update or release that is specifically identified by JetBrains as an update or release for the purposes of fixing software bugs in that Product Version.

2.6. "Fallback Date" means the date that was 12 months prior to the date of expiration of a Toolbox Subscription.

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2.8. "JetBrains Account" or "JBA" means an account at [https://account.jetbrains.com](https://account.jetbrains.com/) created by User, having a unique name and password, through which User has access to Products in accordance with a Toolbox Subscription.

2.9. "JetBrains Website" means any website that is the property of JetBrains, including but not limited to everything hosted under the top-level domains jetbrains.com, jetbrains.net, jetbrains.org, jetbrains.ru, jetbrains.team, intellij.net, kotl.in, and kotlinlang.org.

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2.12. "Subscription Confirmation" means an email confirming Product Holder's rights to access and use Products (excl. Redistributable Products), including Toolbox Subscription plans, and the number of authorized Users.

2.13. "Privacy Policy" means the JetBrains Privacy Policy available at <https://www.jetbrains.com/company/privacy.html>, which may be updated from time to time.

2.14. "Personal Data" means any information relating to an identified or identifiable natural person.

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3.1. Unless the Toolbox Subscription has expired or this Agreement is terminated in accordance with Section 13, and subject to the terms and conditions specified herein, JetBrains grants You a non-exclusive and non-transferable right to use each Product covered by the Toolbox Subscription as follows:

(A) You may:

(i) Use any version of the Product(s) covered by the Toolbox Subscription on any number of Clients and on any operating system supported by the Product(s); and

(ii) Make one backup copy of the Product(s) solely for archival/security backup purposes.

(B) You may not:

(i) Rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, or transfer the Product(s);

(ii) Provide access to the Product(s) or Your JetBrains Account or right to use the Product(s) to a third party;

(iii) Reverse-engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of, the Product(s); or

(iv) Remove or obscure any proprietary or other notices contained in the Product(s).

3.2. Unless this Agreement is terminated in accordance with Section 13, and subject to the terms and conditions specified herein, JetBrains grants You a non-exclusive and non-transferable right to use each Product not covered by the Toolbox Subscription as follows:

(A) You may:

(i) Use any version of the Product not covered by the Toolbox Subscription on any number of Clients and on any operating system supported by the Product; and

(ii) Make one backup copy of the Product solely for archival/security backup purposes.

(B) You may not:

(i) Rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, or transfer the Product;

(ii) Provide access to the Product or Your JetBrains Account or right to use the Product to a third party;

(iii) Reverse-engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of, the Product; or

(iv) Remove or obscure any proprietary or other notices contained in the Product.

3.3. Following the expiration of this Agreement, you may be granted access to the Fallback Version of a Product covered by the Toolbox Subscription of the Product Holder. In that case, the rights stipulated in Section 3.1(A) shall continue on a perpetual, royalty-free, non-exclusive, and non-transferable basis for the continued use of a Fallback Version of each Product covered by the Toolbox Subscription. The limitations set forth in Section 3.1(B) of this Agreement apply to the usage of the Fallback Version, as shall Section 13.5. The rights granted in this Section 3.3 are expressly contingent upon User not being in breach of this Agreement.

3.4. This Agreement covers Products not covered by the Toolbox Subscription only if such Products are not covered by their own specific agreements or terms of use.

3.5. If an independent module of the Product or the Product as a whole is a Redistributable Product, the following provisions shall apply in addition to Sections 3.1-3.4:

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(i) use the Redistributable Product without quantitative restrictions unless specified otherwise in the terms relating to the use of the particular Redistributable Product;

(ii) transfer, reproduce, redistribute and provide access to the Redistributable Product to a third party;

(iii) sell your product containing or using the Redistributable Product to a third party, but not the Redistributable Product as such;

(iv) redistribute the Redistributable Product onto another Client for legitimate purposes in accordance with applicable law and use the Redistributable Product on that Client, provided that You have received authorization from the owner of such Client to deploy and use the Redistributable Product in this way. You will indemnify JetBrains against any loss, costs or damages arising from Your deployment of the Redistributable Product onto another Client in violation of this clause.

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**5. RELATED TERMS**

Due to the nature of the Products provided, usage of the Products is governed by this Agreement, the JetBrains Website Terms of Use available at <https://www.jetbrains.com/company/useterms.html>, and the Purchase Terms available at <https://www.jetbrains.com/store/terms/>.

**6. ACCESS TO PRODUCTS**

6.1. Users may use the JBA in accordance with its documentation. Product Holder and its Users are solely responsible for the accuracy and completeness of any information provided via and any action taken through the JBA.

6.2. You may use Your JetBrains Account credentials in the Product(s) so that We can verify Your rights to use the Product(s) online.

6.3. Alternatively, You may use an offline activation code that You can download in Your JetBrains Account. If you use this option, it is Your responsibility to download a new activation code and apply it to the Product registration screen every time you make changes to a Toolbox Subscription or whenever a Toolbox Subscription is renewed.

6.4. You acknowledge that the Product(s) may periodically connect to JetBrains servers to update this information, including changes to JetBrains Account credentials, offline activation codes, Toolbox Subscription plans, and payments made.

6.5. All deliveries under this Agreement will be electronic. You must have an Internet connection in order to access Your JetBrains Account and to receive any deliveries. For the avoidance of doubt, You are responsible for Product download and installation.

**7. PERSONAL DATA**

7.1. In connection with Your use of Product(s), We and our associated companies will process Personal Data of You as a User and the Product Holder (if appropriate), in particular, Your contact and identification details, data about usage of our software and services, and information about Your subscription and payments, for the following purposes:

7.1.1. To provide You with software, services or information;

7.1.2. To protect Us from piracy and unlawful use of Our software or services;

7.1.3. To improve Our offerings based on usage;

7.1.4. For Our internal records and to protect Our rights and interests and those of other users;

7.1.5. To promote and market Our software and services; and

7.1.6. To fulfil legal duties stipulated by accounting, taxation, and other laws.

You may object to the processing of Your Personal Data for the purposes of 7.1.2 through 7.1.5 at any time. More detailed information about Personal Data processing for the above mentioned purposes and about Your rights can be found in the Privacy Policy.

7.2. For the above purposes, JetBrains may collect, among other things, your IP address, JetBrains Account username, JetBrains Account password, first name, last name, email address, and subscription information.

7.3. On installation and execution, the Product may send JetBrains certain information, which will not contain any Personal Data, including Product version, Product edition, and information about the operating system and/or environment where the Product is installed, applicable to tools such as ReSharper™, which is a plugin to Visual Studio™. A unique, randomly-generated ID, which does not contain any Personal Data, is also used to distinguish instances. The Product can also check for available updates, as well as available updates for plugins or components. In addition, it can check for subscription validation, by either using the subscription key or your JetBrains Account details. Some Products can also use subscription information to inform you of the availability of applicable updates.

7.4. If you opt in to anonymous data collection through the Product, the Product may electronically send anonymous information to JetBrains related to your usage of the Product features. This information may include, but is not limited to, frameworks, file templates being used in the IDEs, actions invoked, and other interactions with Product features. This information will contain neither source code nor your Personal Data, nor information about your JetBrains Account or subscription information.

7.5. JetBrains is not responsible for any processing of Personal Data accidentally sent to JetBrains by the User.

7.6. You shall keep your Personal Data up-to-date, update the information, or if any inconsistencies arise report such inconsistencies to JetBrains.

**8. FEEDBACK**

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**10. TOOLBOX SUBSCRIPTION TRIAL**

10.1. Subject to the terms of this Agreement, User is granted a one-time right to install and use a Product covered by the Toolbox Subscription for evaluation purposes without charge for a period of thirty (30) days from the date of such Product installation, unless otherwise specified (the "Evaluation Period"). User's use of a Product during the Evaluation Period shall be limited to the evaluation of the Product for the sole purpose of determining whether the Product meets User's requirements and whether User desires to continue using the Product.

10.2. User may withdraw from using a Product at User's sole discretion anytime before expiration of the Evaluation Period. Upon expiration of the Evaluation Period, User's right to continue to use the Product will terminate, unless User purchases a Toolbox Subscription to the Product. Each Product contains a feature that will automatically disable the Product upon expiration of the Evaluation Period.

10.3. Limitations contained in this Section 10 do not apply to the use of Redistributable Products, which may be used for the term of this Agreement.

**11. WARRANTY LIMITATIONS**

11.1 ALL PRODUCTS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PRODUCTS IS AT YOUR OWN RISK.

11.2 JETBRAINS MAKES NO WARRANTY AS TO THE PRODUCTS' USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS (OR ITS AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND EMPLOYEES), ITS LICENSORS, SUPPLIERS (WHICH SHALL INCLUDE THE PROVIDERS OF THIRD PARTY SOFTWARE), AND RESELLERS (COLLECTIVELY HEREUNDER, "JETBRAINS PARTIES") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; TITLE; AND NON-INFRINGEMENT) WITH REGARD TO THE PRODUCTS AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

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11.3 ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS ARE DOWNLOADED AT YOUR OWN RISK; YOU AGREE YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

11.4 YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DOCUMENT IS NOT INTENDED TO ABROGATE SUCH RIGHTS.

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12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE JETBRAINS PARTIES BE LIABLE TO YOU, YOUR AFFILIATES, USERS, OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE PRODUCTS IN ACCORDANCE WITH THIS AGREEMENT; OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF THE RELEVANT JETBRAINS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE PRODUCTS OR SUPPORT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12.2. THE JETBRAINS PARTIES' TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO FIVE (5) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF THE JETBRAINS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AN AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**13. TERM AND TERMINATION**

13.1. The term of this Agreement will commence upon the acceptance of this Agreement by User as set forth in the preamble above, and will continue for each Product covered by a Toolbox Subscription through the end of the applicable subscription period specified in the respective Subscription Confirmation, or indefinitely for Products not covered by a Toolbox Subscription, or in the case of Redistributable Products until terminated by either User or JetBrains.

13.2. You may terminate this Agreement at any time via Your JetBrains Account. If such termination occurs during a then-current subscription period, this Agreement will continue to be effective until the end of that subscription period. In the case of Redistributable Products, User may terminate this Agreement with immediate effect by notifying JetBrains of such termination, discontinuing use of the Redistributable Product and deleting all copies of the Redistributable Product from its Clients and archives.

13.3. JetBrains may terminate this agreement if:

(A) User has materially breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;

(B) JetBrains is required to do so by law (for example, where the provision of Products to User is, or becomes, unlawful); or

(C) JetBrains elects to discontinue providing Product(s), in whole or in part.

13.4. JetBrains will make reasonable efforts to notify User via email as follows:

(A) Thirty (30) days prior to termination of the Agreement in the event specified in Section 13.3(C) above.

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 13.3(B).

13.5. Upon expiration or termination of this Agreement by User under Section 13.2, and if User elects to use the Fallback Version subject to Section 3.3 of the Agreement, Sections 3.3, 8, 9, 11 and 12 of this Agreement will survive.

**14. TEMPORARY SUSPENSION FOR NON-PAYMENT**

14.1. JetBrains reserves the right to suspend User's access to JetBrains Products if Product Holder fails to pay its subscription, where applicable.

14.2. If JetBrains suspends User's access to JetBrains Products for non-payment according to Section 14.1., Product Holder must pay all past due amounts in order to restore its and its Users' access to JetBrains Products.

**15. EXPORT REGULATIONS**

User shall comply with all applicable laws and regulations with regards to economic sanctions, export controls, import regulations, and trade embargoes (all herein referred to as "Sanctions"), including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). User declares that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, User warrants that it will not download or otherwise export or re-export the JetBrains Toolbox or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the JetBrains Toolbox for any end-use prohibited or restricted by Sanctions.

**16. GENERAL**

16.1. Entire Agreement. This Agreement, together with the JetBrains Website Agreement available at [https://www.jetbrains.com/company/useterms.html,](https://www.jetbrains.com/company/useterms.html) the Purchase Terms available at <https://www.jetbrains.com/store/terms/>, and the Privacy Policy, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between You and JetBrains regarding Your use of the Products. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both User and JetBrains.

16.2. Reservation of Rights. JetBrains reserves the right at any time to cease the provision of Products and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of Products.

16.3. Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (for example, by contacting You at the email address You have provided to us, by posting on JetBrains Website, or via the Product itself). If We modify this Agreement, the modified version of the Agreement will be effective from the start of the next Toolbox Subscription term. In this case, if You object to the updated Agreement terms, as Your exclusive remedy, You may terminate this agreement. You may be required to click through the updated Agreement to show Your acceptance. For the avoidance of doubt, any Subscription Confirmation is subject to the version of the Agreement in effect on the Subscription Confirmation date.

16.4. Severability. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

16.5. Headings. Headings and titles are for convenience only and do not affect the interpretation of this Agreement.

16.6. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section.

16.7. Governing Law. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. User agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16.8. You declare that You have had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory "form contract" ("adhesion contract") regulations shall not be applicable to this Agreement.

16.9. The parties to this Agreement undertake to make their best efforts to settle any disputes arising hereunder ("Dispute") amicably. Should the parties to this Agreement fail to settle a Dispute amicably, User has the right to submit a Dispute for an out-of-court resolution to the Czech Trade Inspection Authority, web address: [www.coi.cz](https://www.coi.cz/).

16.10. Notice. JetBrains may deliver any notice to User via electronic mail to an email address provided by User, JetBrains Account, registered mail, personal delivery, or a renowned express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to User via email, (ii) upon being uploaded to Your JetBrains Account (irrespective of when User actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with an express courier, (v) or five (5) days after deposit in the mail, whichever occurs first.

16.11. Children and minors. If You are under 18 years old, then by entering into this Agreement you explicitly stipulate, that (i) You have legal capacity to conclude this Agreement or that you have valid consent from a parent or legal guardian to do so and (ii) You understand JetBrains Privacy Policy available at: <https://www.jetbrains.com/company/privacy.html>. You may not enter into this Agreement if you are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

For exceptions or modifications to this Agreement, please contact JetBrains at:

Address: Na Hrebenech II 1718/10, Prague, 14000, Czech Republic

Fax: +420 241 722 540

Email: legal@jetbrains.com

Eclipse

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Linkedin

1. Einleitung

**1.1 Vertrag**

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Dieser Vertrag gilt für Mitglieder und Besucher.

Als Besucher oder Mitglied unserer Dienste unterliegt die Erfassung, Nutzung und Weitergabe Ihrer personenbezogenen Daten dieser [**Datenschutzrichtlinie**](https://www.linkedin.com/legal/privacy-policy) (einschließlich unserer [**Cookie-Richtlinie**](https://www.linkedin.com/legal/cookie-policy) und anderen Dokumenten, auf die in dieser Datenschutzrichtlinie Bezug genommen wird) und deren Aktualisierungen.

**1.2. Mitglieder und Besucher**

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**1.3 Änderung**

Wir sind berechtigt, Änderungen an diesem Vertrag vorzunehmen.

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2. Pflichten

**2.1 Zugang zu den Diensten**

In diesem Vertrag sichern Sie uns u. a. Folgendes zu:

Sie sind berechtigt, diesen Vertrag abzuschließen und haben das erforderliche „Mindestalter“ erreicht.

Die Dienste sind nicht für die Nutzung durch Minderjährige unter 16 Jahren vorgesehen.

Um die Dienste nutzen zu können, stimmen Sie Folgendem zu: (1) Sie haben das „*Mindestalter*“ (wie unten dargelegt) erreicht; (2) Sie unterhalten nur ein Konto auf LinkedIn, das Sie mit Ihrem echten Namen erstellt haben; und (3) Sie sind nicht bereits von LinkedIn eingeschränkt, die Dienste zu nutzen. Das Erstellen eines Kontos unter Angabe falscher Informationen stellt einen Verstoß gegen unsere Bedingungen dar; dazu zählen auch Konten, die im Namen anderer oder für Personen unter 16 Jahren eröffnet werden.

Das „Mindestalter“ ist das Alter von 16 Jahren. Erfordert das Gesetz jedoch, dass Sie älter sein müssen, damit LinkedIn Ihnen die Dienste (einschließlich der Nutzung Ihrer Daten) rechtmäßig ohne elterliche Zustimmung zugänglich machen kann, bedeutet „Mindestalter“ das entsprechende höhere Alter.

**2.2 Ihr Konto**

Sie werden Ihr Passwort geheim halten.

Sie werden ein Konto nicht mit anderen gemeinsam nutzen und sich an unsere Bedingungen und das Gesetz halten.

Mitglieder sind Kontobesitzer. Sie erklären sich mit Folgendem einverstanden: (1) Sie wählen ein sicheres Passwort, halten dieses geheim und behandeln es vertraulich; (2) Sie übertragen keinen Teil Ihres Kontos an andere (beispielsweise an Kontakte); und (3) Sie halten sich an die Gesetze, an die LinkedIn Verhaltensregeln (was Sie auf LinkedIn tun und nicht tun dürfen) und an die [**Community-Richtlinie**](https://www.linkedin.com/help/linkedin/answer/89880?trk=microsites-frontend_legal_user-agreement&lang=de). Sie tragen die Verantwortung für sämtliche über Ihr Benutzerkonto vorgenommenen Aktionen, es sei denn, Sie haben das Konto geschlossen oder einen Missbrauch gemeldet.

In Bezug auf das Verhältnis zwischen Ihnen und anderen Parteien (einschließlich Ihres Arbeitgebers) gilt, dass Ihr Konto Ihnen gehört. Wurden die Dienste aber von einer anderen Partei zu Ihrer Nutzung erworben (beispielsweise eine von Ihrem Arbeitgeber gekaufte Recruiter-Lizenz), hat die für die Dienste zahlende Partei das Recht, den Zugriff auf die Dienste sowie Ihre Nutzung solcher bezahlten Dienste zu kontrollieren, verfügt jedoch über keinerlei Rechte im Zusammenhang mit Ihrem persönlichen Konto.

**2.3 Zahlung**

Sie kommen Ihren Zahlungsverpflichtungen nach und sind damit einverstanden, dass wir Ihre Zahlungsinformationen speichern. Sie wissen, dass Gebühren und Steuern auf unsere Preise aufgeschlagen werden können.

Für Rückerstattungen gelten unsere Richtlinien.

Wenn Sie unsere gebührenpflichtigen Dienste („Premium-Dienste“) erwerben, stimmen Sie den [**zusätzlichen Bedingungen**](https://www.linkedin.com/legal/pop/terms-for-paid-services) für diese gebührenpflichtigen Dienste zu und erklären sich einverstanden, uns die entsprechenden Gebühren und Steuern zu zahlen. Bei Nichtzahlung dieser Gebühren werden Ihre gebührenpflichtigen Dienste beendet. Des Weiteren erklären Sie sich mit Folgendem einverstanden:

* Ihr Kauf unterliegt möglicherweise Devisengebühren oder standortbedingten oder von Devisenkursen abhängigen Preisunterschieden.
* Wir können Ihre Zahlungsmethode (z. B. Kreditkarte) speichern und belasten, und zwar auch nachdem diese abgelaufen ist, um eine Unterbrechung unserer Dienste zu vermeiden und um sie zur Bezahlung anderer Dienste zu verwenden, die Sie möglicherweise erwerben.
* Wenn Sie eine Mitgliedschaft kaufen, wird Ihre Zahlungsmethode jeweils bei Beginn einer Mitgliedschaftsperiode automatisch mit den für diese Periode anfallenden Gebühren und Steuern belastet. Kündigen Sie bitte vor dem Verlängerungsdatum, um künftige Belastungen zu vermeiden. Informieren Sie sich darüber, wie Sie Ihre Premium-Dienste [**kündigen oder aussetzen**](https://www.linkedin.com/help/linkedin/answer/50?trk=microsites-frontend_legal_user-agreement&lang=de) können.
* Sämtliche Käufe von Diensten unterliegen der [**Rückerstattungsrichtlinie**](https://www.linkedin.com/help/linkedin/answer/5704?trk=microsites-frontend_legal_user-agreement&lang=de) von LinkedIn.
* Wir berechnen die von Ihnen zu zahlenden Steuern auf Basis der Rechnungsdaten, die Sie uns zum Zeitpunkt des Kaufs zur Verfügung stellen.

Eine Kopie Ihrer Rechnung erhalten Sie über Ihre Kontoeinstellungen auf LinkedIn unter „[**Transaktionsübersicht**](https://www.linkedin.com/mnyfe/secure/purchasehistoryv4)“.

**2.4 Mitteilungen und Nachrichten**

Sie erklären sich damit einverstanden, dass wir Ihnen über unsere Websites, Apps und Kontaktinformationen Mitteilungen und Nachrichten zukommen lassen dürfen. Sind die von Ihnen bereitgestellten Kontaktdaten nicht auf dem aktuellen Stand, kann es sein, dass Sie wichtige Mitteilungen nicht erhalten.

Sie erklären sich einverstanden, dass wir Ihnen auf folgende Weise Mitteilungen und Nachrichten zukommen lassen: (1) innerhalb des Dienstes oder (2) an die von Ihnen bereitgestellten Kontaktdaten (z. B. E-Mail-Adresse, Handy-Nummer, Postanschrift). Sie erklären sich einverstanden, Ihre [**Kontaktdaten**](https://www.linkedin.com/help/linkedin/answer/34987?trk=microsites-frontend_legal_user-agreement&lang=de) auf dem aktuellen Stand zu halten.

Bitte überprüfen Sie Ihre Einstellungen, um die Nachrichten, die Sie von uns erhalten, zu [**steuern und begrenzen**](https://www.linkedin.com/help/linkedin/answer/67?trk=microsites-frontend_legal_user-agreement&lang=de).

**2.5 Teilen**

Wenn Sie Informationen zu unseren Diensten teilen, können andere Personen diese Informationen sehen, kopieren und nutzen.

Unsere Dienste ermöglichen es Ihnen, Nachrichten und Informationen auf viele Arten zu teilen, beispielsweise über Ihr Profil, über Artikel, Gruppenbeiträge, Links zu News-Artikeln, Stellenanzeigen, Nachrichten und InMails. Informationen und Inhalte, die Sie teilen oder posten, können von anderen Mitgliedern, Besuchern oder Dritten gesehen werden (auch außerhalb der Dienste). Wir respektieren die von Ihnen getroffenen Entscheidungen darüber, wer welche Inhalte oder Informationen sehen darf (z. B. die Inhalte Ihrer Nachrichten, mit LinkedIn Kontakten geteilte Inhalte, die Sichtbarkeit Ihres Profils für Suchmaschinen oder ob andere über Aktualisierungen Ihres Profils informiert werden sollen). Bei Jobsuchaktivitäten benachrichtigen wir Ihr Netzwerk oder die Öffentlichkeit standardmäßig nicht. Wenn Sie sich also über unsere Dienste um einen Job bewerben oder angeben, dass Sie sich für einen Job interessieren, teilen wir dies nur mit dem Jobinserenten.

Wir sind nicht verpflichtet, Informationen oder Inhalte auf unserem Dienst zu veröffentlichen, und können diese mit oder ohne vorherige Benachrichtigung entfernen.

3. Rechte und Einschränkungen

**3.1. Ihre Lizenz für LinkedIn**

Alle Inhalte, das gesamte Feedback sowie sämtliche personenbezogenen Daten, die Sie uns zur Verfügung stellen, sind Ihr Eigentum. Sie gewähren uns jedoch eine nicht ausschließliche Lizenz für dieses Material.

Wer Ihre Daten und Inhalte sieht und wie diese für Werbezwecke genutzt werden dürfen, ist allein Ihrer Entscheidung überlassen, die wir respektieren.

Im Vertragsverhältnis zwischen Ihnen und LinkedIn sind Sie Eigentümer der Inhalte und Informationen, die Sie an die Dienste übermitteln oder dort veröffentlichen, und Sie gewähren LinkedIn und unseren *verbundenen Unternehmen* die folgende nicht ausschließliche Lizenz:

Das weltweite, übertragbare und unterlizenzierbare Recht, Informationen und Inhalte, die Sie über unsere Dienste und Dienste von Dritten bereitstellen, ohne weitere Zustimmung Ihrerseits oder Mitteilung und/oder Entschädigungszahlung an Sie oder Dritte zu nutzen, zu kopieren, zu modifizieren, zu verteilen, zu veröffentlichen und zu verarbeiten. Diese Rechte sind wie folgt eingeschränkt:

1. Sie können diese Lizenz für spezifische Inhalte beenden, indem Sie derartige Inhalte aus den Diensten löschen oder Ihr Konto schließen, wobei zu berücksichtigen ist, dass (a) andere Personen die auf den Diensten geteilten Inhalte möglicherweise kopiert, ihrerseits geteilt oder gespeichert haben, und (b) dass wir eine angemessene Frist haben, diese Inhalte aus Sicherungs- und sonstigen Systemen zu entfernen.
2. Wir veröffentlichen Ihre Inhalte (einschließlich Sponsored Content) nicht in Anzeigen für die Produkte und Dienste Dritter, die sich an andere Personen richten, ohne dafür Ihre diesbezügliche separate Einwilligung erhalten zu haben. Wir behalten uns jedoch das Recht vor, ohne Entschädigung an Sie oder Dritte, neben Ihren Inhalte und Informationen Anzeigen zu schalten. Wie in der Datenschutzrichtlinie vermerkt, sind Ihre *sozialen Aktionen* möglicherweise sichtbar und in Werbeanzeigen enthalten. Wenn Sie eine Funktion eines Diensts nutzen, erwähnen wir dies abhängig von Ihren Einstellungen mit Ihrem Namen oder Ihrem Foto, um in unseren Diensten für diese Funktion zu werben.
3. Wir holen Ihre Zustimmung ein, wenn wir anderen Personen das Recht erteilen möchten, Ihre Inhalte außerhalb unserer Dienste zu veröffentlichen. Teilen Sie einen Beitrag jedoch „*öffentlich*“, aktivieren wir eine Funktion, mit der andere Mitglieder diesen öffentlichen Beitrag in Dienste von Drittanbietern einbetten können, und wir aktivieren die Auffindbarkeit dieser öffentlichen Inhalte über Suchmaschinen-Dienste. [**Mehr erfahren**](https://www.linkedin.com/help/linkedin/answer/86529?trk=microsites-frontend_legal_user-agreement&lang=de)
4. Obwohl wir Ihre Inhalte möglicherweise bearbeiten und Änderungen an der Formatierung vornehmen (indem wir beispielsweise Übersetzungen oder Transkriptionen anfertigen, Größe, Layout oder Dateityp ändern oder Metadaten entfernen), ändern wir den Sinngehalt Ihrer Beiträge nicht.
5. Da Sie Eigentümer Ihrer Inhalte und Informationen sind und wir nur nicht-ausschließliche Rechte daran haben, können Sie diese Inhalte und Informationen anderen zur Verfügung stellen, beispielsweise unter einer [**Creative-Commons-Lizenz**](https://creativecommons.org/choose/?lang=de).

Sie und LinkedIn vereinbaren, dass Inhalte, die personenbezogene Daten enthalten, unserer Datenschutzrichtlinie unterliegen.

Sie erklären sich damit einverstanden, dass LinkedIn auf alle Informationen und personenbezogenen Daten, die Sie in Übereinstimmung mit den Bedingungen der [**Datenschutzrichtlinie**](https://www.linkedin.com/legal/privacy-policy) und Ihren Optionen (einschließlich Einstellungen) bereitstellen, zugreifen und diese verwenden und speichern darf.

Indem Sie Vorschläge oder sonstiges Feedback bezüglich unserer Dienste an LinkedIn senden, erklären Sie sich damit einverstanden, dass LinkedIn dieses Feedback ohne Entschädigung an Sie zu beliebigen Zwecken nutzen und teilen kann (aber nicht dazu verpflichtet ist).

Sie sichern zu, uns nur Informationen und Inhalte zu liefern, die Sie an uns weitergeben dürfen. Sie sichern außerdem zu, dass die Inhalte Ihres LinkedIn Profils den Tatsachen entsprechen.

Sie erklären sich damit einverstanden, nur Inhalte und Informationen bereitzustellen, die nicht gegen das Gesetz verstoßen oder die Rechte (einschließlich geistiger Eigentumsrechte) anderer Personen verletzen. Sie stimmen auch zu, dass Ihre Profildaten der Wahrheit entsprechen. LinkedIn kann gesetzlich dazu verpflichtet sein, in bestimmten Ländern gewisse Informationen oder Inhalte zu entfernen.

**3.2 Verfügbarkeit der Dienste**

Wir behalten uns das Recht vor, jegliche Dienste zu ändern oder einzustellen oder unsere Preise künftig zu ändern.

Wir behalten uns das Recht vor, einen beliebigen Teil unserer Dienste zu ändern, auszusetzen oder zu beenden. Wir behalten uns außerdem das Recht vor, unsere geltenden Preise künftig vorbehaltlich einer angemessenen Frist im gesetzlich zulässigen Ausmaß zu ändern.

Wir verpflichten uns nicht, von Ihnen veröffentlichte Informationen und Inhalte zu speichern oder weiterhin anzuzeigen. LinkedIn ist kein Speicherdienst. Sie erklären sich damit einverstanden, dass wir nicht verpflichtet sind, Ihnen eine Kopie von Inhalten oder Informationen, die Sie oder andere Personen bereitstellen, verfügbar zu machen und diese zu speichern oder aufzubewahren, soweit nicht durch geltendes Recht vorgeschrieben und wie in unserer Datenschutzrichtlinie dargelegt.

**3.3 Andere Inhalte, Websites und Apps**

Sie nutzen die auf unseren Diensten veröffentlichten Inhalte und Informationen anderer Personen auf eigene Gefahr.

Dritte können ihre eigenen Produkte und Dienste über LinkedIn anbieten. Für solche Aktivitäten Dritter sind wir nicht verantwortlich.

Durch Nutzung der Dienste werden Sie möglicherweise Inhalten oder Informationen ausgesetzt, die falsch, unvollständig, verspätet, irreführend, gesetzeswidrig, beleidigend oder auf sonstige Weise schädlich sein könnten. Wir prüfen die von unseren Mitgliedern oder Dritten bereitgestellten Inhalte grundsätzlich nicht. Sie stimmen zu, dass wir nicht für Inhalte oder Informationen Dritter (einschließlich die anderer Mitglieder) verantwortlich sind. Diesen Missbrauch unserer Dienste können wir nicht immer verhindern. Sie stimmen zu, dass wir für einen derartigen Missbrauch nicht verantwortlich sind. Sie sind sich auch darüber im Klaren, dass Sie oder Ihr Unternehmen versehentlich mit Inhalten über Dritte verbunden werden könnten, wenn wir Ihre Kontakte und Follower informieren, dass Sie oder Ihr Unternehmen in den News erwähnt wurden. Mitglieder können zu dieser [**Funktion**](https://www.linkedin.com/help/linkedin/answer/50021?trk=microsites-frontend_legal_user-agreement&lang=de) entsprechende [**Einstellungen**](https://www.linkedin.com/psettings/news-mention-broadcast) vornehmen.

LinkedIn kann Mitglieder, die Dienstleistungen anbieten (beispielsweise Karriereberatung, Buchhaltung usw.), darin unterstützen, mit Mitgliedern in Kontakt zu treten, die solche Dienstleistungen suchen. LinkedIn führt diese Dienstleistungen weder selbst aus noch setzt LinkedIn andere Personen dafür ein, diese Dienstleistungen auszuführen. Sie müssen mindestens 18 Jahre alt sein, damit Sie diese Dienstleistungen anbieten, ausführen oder in Anspruch nehmen dürfen. Sie sind sich darüber im Klaren, dass LinkedIn seine Mitglieder bei der Ausführung dieser Dienstleistungen nicht beaufsichtigt, anleitet, kontrolliert oder überwacht, und Sie erklären sich damit einverstanden, (1) dass LinkedIn nicht für das Anbieten, die Durchführung oder die Beschaffung dieser Dienstleistungen verantwortlich ist; (2) dass LinkedIn keine von einem bestimmten Mitglied angebotenen Dienstleistungen bestätigt; und (3) dass in keiner Weise ein Beschäftigungsverhältnis, eine Vertretung oder eine Joint-Venture-Beziehung zwischen LinkedIn und jeglichem Mitglied entsteht, das Dienstleistungen anbietet. Wenn Sie als Mitglied Dienstleistungen anbieten, bestätigen Sie und sichern zu, dass Sie über alle dafür erforderlichen Lizenzen verfügen und Ihre Dienstleistungen in Übereinstimmung mit der [**Community-Richtlinie**](https://www.linkedin.com/help/linkedin/answer/89880?trk=microsites-frontend_legal_user-agreement&lang=de) von LinkedIn erbringen werden.

In gleicher Weise kann LinkedIn Sie dabei unterstützen, sich für Events zu registrieren, die von Mitgliedern durchgeführt werden, und/oder solche Events zu besuchen und mit anderen Mitgliedern in Kontakt zu treten, die an solchen Events teilnehmen. Sie stimmen zu, (1) dass LinkedIn nicht für das Verhalten der Mitglieder oder anderer Teilnehmer solcher Events verantwortlich ist, (2) dass LinkedIn kein bestimmtes Event, das auf unserem Dienst gelistet wird, in irgendeiner Weise empfiehlt; (3) dass LinkedIn solche Events nicht bewertet und/oder überprüft; und (4) dass Sie die für solche Events geltenden Bedingungen einhalten werden.

**3.4 Einschränkungen**

Wir sind berechtigt, Ihre Nutzung unserer Dienste einzuschränken.

LinkedIn behält sich das Recht vor, Ihre Nutzung der Dienste, einschließlich der Anzahl der Kontakte und der Fähigkeit, mit anderen Mitgliedern Kontakt aufzunehmen, einzuschränken. LinkedIn behält sich das Recht vor, Ihr Konto einzuschränken, auszusetzen oder zu schließen, wenn Sie gegen diesen Vertrag oder Gesetze verstoßen oder die Dienste missbrauchen (z. B. durch einen Verstoß gegen die Verhaltensregeln oder die [**Community-Richtlinie**](https://www.linkedin.com/help/linkedin/answer/89880?trk=microsites-frontend_legal_user-agreement&lang=de)).

**3.5 Geistige Eigentumsrechte**

Wir weisen Sie auf unsere geistigen Eigentumsrechte hin.

LinkedIn behält sich sämtliche geistigen Eigentumsrechte an den Diensten vor. Die in Verbindung mit den Diensten verwendeten Marken und Logos sind Marken der betreffenden Eigentümer. Die Marke LinkedIn, die Logos „In” und andere Marken, Dienstleistungsmarken, Grafiken und Logos von LinkedIn, die für unsere Dienste verwendet werden, sind Marken oder eingetragene Marken von LinkedIn.

**3.6 Automatische Verarbeitung**

Wir nutzen Daten und Informationen über Sie, um Ihnen und anderen relevante Vorschläge zu unterbreiten.

Wir nutzen die von Ihnen und (anderen) Mitgliedern bereitgestellten Informationen und Daten, um Empfehlungen zu Kontakten, Inhalten und Funktionen bereitzustellen, die für Sie möglicherweise nützlich sind. Wir nutzen beispielsweise Daten und Informationen über Sie, um Ihnen Jobs zu empfehlen oder Sie Recruitern zu empfehlen. Mit einem aktuellen und korrekten Profil unterstützen Sie uns dabei, diese Empfehlungen relevant und zutreffend zu gestalten.

4. Haftungsausschluss und Haftungsbeschränkung

**4.1 Gewährleistungsausschluss**

Hiermit erklären wir uns nicht haftbar für die Qualität, Sicherheit oder Zuverlässigkeit unserer Dienste.

LINKEDIN UND SEINE VERBUNDENEN UNTERNEHMEN ÜBERNEHMEN KEINERLEI GEWÄHR ODER GARANTIE HINSICHTLICH DER DIENSTE UND GARANTIEREN NICHT, DASS DIE DIENSTE UNTERBRECHUNGSFREI ODER FEHLERFREI SEIN WERDEN. DIE DIENSTE (EINSCHLIESSLICH INHALTE UND INFORMATIONEN) WERDEN OHNE MÄNGELGEWÄHR UND WIE VERFÜGBAR BEREITGESTELLT. IM HÖCHSTEN GESETZLICH ZULÄSSIGEN AUSMASS SCHLIESSEN LINKEDIN UND SEINE VERBUNDENEN UNTERNEHMEN JEDWEDE STILLSCHWEIGENDE ODER GESETZLICHE GEWÄHRLEISTUNG, EINSCHLIESSLICH STILLSCHWEIGENDER GARANTIEN IN BEZUG AUF RECHTSMÄNGELHAFTUNG, FEHLERFREIHEIT VON DATEN, NICHTVERLETZUNG VON RECHTEN DRITTER, MARKTGÄNGIGKEIT ODER EIGNUNG FÜR EINEN BESTIMMTEN ZWECK AUS.

**4.2 Haftungsausschluss**

Dies sind die Haftungseinschränkungen, die möglicherweise Ihnen gegenüber gelten.

IM HÖCHSTEN GESETZLICH ZULÄSSIGEN AUSMASS (UND SOWEIT LINKEDIN KEINE SEPARATE SCHRIFTLICHE VEREINBARUNG EINGEGANGEN IST, DIE DIESEN VERTRAG ERSETZT) SCHLIESSEN LINKEDIN UND SEINE VERBUNDENEN UNTERNEHMEN JEGLICHE HAFTUNG FÜR ENTGANGENE GEWINNE ODER GESCHÄFTSCHANCEN, RUFSCHÄDIGUNG (Z. B. ANSTÖSSIGE ODER BELEIDIGENDE ÄUSSERUNGEN), VERLUST VON DATEN (Z. B. AUSFALLZEITEN ODER VERLUST VON ODER ÄNDERUNGEN AN IHREN INFORMATIONEN ODER INHALTEN) ODER JEGLICHE MITTELBAREN, NEBEN- ODER FOLGESCHÄDEN ODER STRAFSCHADENSERSATZ IN VERBINDUNG MIT DIESEM VERTRAG AUS.

LINKEDIN UND SEINE VERBUNDENEN UNTERNEHMEN SIND IN VERBINDUNG MIT DIESEM VERTRAG IHNEN GEGENÜBER NICHT HAFTBAR FÜR BETRÄGE, DIE (A) DIE GESAMTSUMME DER VON IHNEN WÄHREND DER LAUFZEIT DES VERTRAGS AN LINKEDIN GEZAHLTEN ODER ZAHLBAREN GEBÜHREN, SOFERN ZUTREFFEND, ODER (B) 1.000 US-DOLLAR ÜBERSTEIGEN.

**4.3 Grundlage der Vereinbarung; Ausschlüsse**

Die Haftungsbeschränkung in diesem Absatz 4 ist Teil der Grundlage der Vereinbarung zwischen Ihnen und LinkedIn und gilt für alle Haftungsansprüche (etwa bezüglich Gewährleistung, unerlaubter Handlung, Fahrlässigkeit, auf vertraglicher oder rechtlicher Basis) und auch dann, wenn LinkedIn oder seine verbundenen Unternehmen über die Möglichkeit solcher Schäden unterrichtet wurden und wenn diese Rechtsmittel ihren eigentlichen Zweck nicht erfüllen.

Diese Haftungsbeschränkungen gelten nicht in Todesfällen oder bei Körperverletzung, bei Betrug, grober Fahrlässigkeit oder vorsätzlichem Fehlverhalten, bei Verletzung einer Kardinalpflicht, wobei letztere als eine Pflicht gilt, die eine Voraussetzung für unsere Bereitstellung der Dienste darstellt und auf deren Einhaltung Sie vertrauen dürfen, jedoch nur soweit die Schäden direkt durch die Verletzung zustande gekommen sind und bei Abschluss dieses Vertrages vorhersehbar waren und soweit es sich um typische Schäden im Zusammenhang mit diesem Vertrag handelt.

5. Beendigung

Beide Vertragsparteien können diesen Vertrag beenden, aber einige Rechte und Pflichten behalten über die Beendigung hinaus ihre Gültigkeit.

Sowohl Sie als auch LinkedIn können diesen Vertrag jederzeit durch Benachrichtigung der anderen Partei beenden. Bei Beendigung verlieren Sie das Recht, auf die Dienste zuzugreifen oder sie zu nutzen. Nach Beendigung gilt weiterhin Folgendes:

* Wir sind berechtigt, Ihr Feedback zu nutzen und offenzulegen.
* Mitglieder und/oder Besucher sind berechtigt, Inhalte und Informationen, die Sie über die Dienste geteilt haben, weiter zu teilen.
* Abschnitte 4, 6, 7 und 8.2 dieses Vertrags.
* Alle Beträge, die eine der Parteien vor der Beendigung der anderen schuldet, sind nach Beendigung weiterhin schuldig.

Sie können unseren [**Hilfebereich**](https://www.linkedin.com/help/linkedin/answer/63?trk=microsites-frontend_legal_user-agreement&lang=de) besuchen, um Ihr Konto zu schließen.

6. Anwendbares Recht und Streitschlichtung

Für den unwahrscheinlichen Fall, dass es zu einem Rechtsstreit kommen sollte, erklären LinkedIn und Sie sich einverstanden, diesen in den Gerichten von Kalifornien, USA, unter Anwendung kalifornischer Gesetze oder in den Gerichten von Dublin, Irland, unter Anwendung irischer Gesetze auszutragen.

Dieser Absatz dient nicht dazu, Ihnen jegliche in dem Land, in dem wir Ihnen die Dienste bereitstellen und in dem Sie Ihren gewöhnlichen Aufenthaltsort haben, zwingend gesetzlich vorgeschriebenen Verbraucherschutzrechte vorzuenthalten. **Leben Sie in den *designierten Ländern***: Sie und LinkedIn Ireland vereinbaren, dass die Gesetze von Irland, mit Ausnahme kollisionsrechtlicher Bestimmungen, für alle Streitfälle bezüglich dieses Vertrags und/oder der Dienste gelten. Sie und LinkedIn Ireland vereinbaren, dass Ansprüche und Streitfälle nur in Dublin, Irland, im Prozesswege verfolgt werden können, und beide Parteien stimmen der personenbezogenen Zuständigkeit der Gerichte von Dublin, Irland, zu.

**Alle anderen Personen außerhalb der designierten Länder, einschließlich solcher, die außerhalb der USA leben**: Sie und LinkedIn vereinbaren, dass ausschließlich die Gesetze des Bundesstaates Kalifornien, USA, mit Ausnahme seiner kollisionsrechtlichen Bestimmungen, für alle Streitfälle bezüglich dieses Vertrags und/oder der Dienste gelten. Sie und LinkedIn vereinbaren, dass Ansprüche und Streitfälle nur in den Bundes- und Landesgerichten in Santa Clara County, Kalifornien, USA, im Prozesswege verfolgt werden können, und Sie und LinkedIn stimmen der personenbezogenen Zuständigkeit dieser Gerichte zu.

7. Allgemeine Bedingungen

Hier finden Sie wichtige Informationen zum Vertrag.

Befindet ein Gericht mit Amtsbefugnis über diesen Vertrag, dass ein Teil des Vertrags nicht durchsetzbar ist, geben wir und Sie dem Gericht unser Einverständnis, die Bedingungen so zu ändern, dass der betreffende Teil durchsetzbar ist, wobei dessen Absicht unverändert bleibt. Ist dies dem Gericht nicht möglich, erklären sich beide Parteien einverstanden, das Gericht aufzufordern, den undurchsetzbaren Teil zu entfernen und den Rest dieses Vertrags weiterhin durchzusetzen.

Dieser Vertrag (einschließlich zusätzlicher Bedingungen, über die wir Sie jeweils dann informieren, wenn Sie bestimmte Funktionen der Dienste verwenden), ist die einzige Vereinbarung zwischen uns bezüglich der Dienste und ersetzt alle vorherigen Vereinbarungen zu den Diensten.

Wenn wir nichts unternehmen, um einem Verstoß gegen diesen Vertrag entgegenzuwirken, bedeutet das nicht, dass LinkedIn sein Recht auf die Durchsetzung dieses Vertrags aufgegeben hat. Es ist Ihnen nicht gestattet, diesen Vertrag (oder Ihre Mitgliedschaft oder die Nutzung der Dienste) ohne unsere Genehmigung an irgendwelche Personen abzutreten oder zu übertragen. Sie bestätigen jedoch, dass LinkedIn diesen Vertrag an seine verbundenen Unternehmen oder an eine Partei, die das Unternehmen aufkauft, ohne Ihre Genehmigung abtreten kann. In diesem Vertrag gibt es keinerlei Drittbegünstigte.

Sie bestätigen, dass Sie rechtliche Benachrichtigungen an uns nur an die unter Abschnitt 10 genannten Adressen senden werden.

8. Was Sie auf LinkedIn tun und nicht tun dürfen („Do’s and Don’ts“ oder Verhaltensregeln)

**8.1 Was Sie tun dürfen**

LinkedIn ist eine Community für Fach- und Führungskräfte. Diese Verhaltensregeln sowie die [**Community-Richtlinie**](https://www.linkedin.com/help/linkedin/answer/89880?trk=microsites-frontend_legal_user-agreement&lang=de) beschränken, was Sie innerhalb unserer Dienste tun dürfen und was nicht.

**Sie stimmen folgenden Aussagen zu:**

1. Sie halten alle anwendbaren Gesetze ein, einschließlich, und ohne Einschränkung, Datenschutzgesetze, geistige Eigentumsgesetze, Anti-Spam-Gesetze, Ausfuhrbestimmungen, Steuergesetze und aufsichtsrechtliche Anforderungen.
2. Sie liefern uns korrekte Informationen und sorgen dafür, dass sich diese immer auf dem aktuellen Stand befinden.
3. Sie verwenden in Ihrem Profil Ihren richtigen Namen.
4. Sie nutzen die Dienste auf professionelle Art und Weise.

**8.2 Was Sie nicht tun dürfen**

**Sie stimmen zu, dass Sie Folgendes *unterlassen* werden:**

1. Eine falsche Identität auf LinkedIn erstellen, Ihre Identität falsch darstellen, ein Mitgliederprofil für jemand anderen außer sich selbst (eine natürliche Person) erstellen oder das Konto einer anderen Person nutzen oder dies versuchen;
2. Software, Geräte, Skripts, Roboter oder sonstige Mittel oder Prozesse entwickeln, unterstützen oder nutzen (einschließlich Crawler, Browser-Plug-ins und Add-ons sowie andere Technologien), um die Dienste zu scrapen oder anderweitig Profile und andere Daten von den Diensten zu kopieren;
3. Sicherheitsfunktionen außer Kraft setzen oder andere Zugangskontrollen oder Nutzungsbeschränkungen über- oder umgehen (wie z. B. Einschränkungen bei Suchanfragen oder Profilansichten);
4. Direkt oder über Dritte (wie Suchmaschinen) durch die Dienste erlangte Informationen ohne die Genehmigung von LinkedIn kopieren, nutzen, offenlegen oder verteilen;
5. Informationen offenlegen, wenn Sie nicht die Genehmigung dazu haben (beispielsweise vertrauliche Informationen anderer, darunter Ihr Arbeitgeber);
6. Geistige Eigentumsrechte anderer verletzen, einschließlich Urheberrechte, Patente, Markenzeichen, Geschäftsgeheimnisse und sonstige Eigentumsrechte; kopieren oder verteilen Sie beispielsweise nicht Beiträge oder sonstige Inhalte anderer ohne deren Genehmigung (außer über die verfügbare Teilen-Funktion), es sei denn, diese geben die Berechtigung dazu, indem sie unter einer Creative-Commons-Lizenz veröffentlichen;
7. Gegen die geistigen Eigentums- oder sonstigen Rechte von LinkedIn verstoßen, einschließlich, aber nicht beschränkt auf (i) das Kopieren oder Verteilen unserer Lernvideos oder sonstiger Materialien, oder (ii) das Kopieren oder Verteilen unserer Technologie, es sei denn, diese wurde unter einer Open-Source-Lizenz freigegeben, oder (iii) die Verwendung des Wortes „LinkedIn“ oder unserer Logos in einem Unternehmensnamen, einer E-Mail oder URL, außer wie unter der [**Markenrichtlinie**](https://brand.linkedin.com/policies) vorgesehen;
8. Etwas veröffentlichen, das Softwareviren, -würmer oder sonstigen schädlichen Code enthält;
9. Reverse Engineering, Dekompilieren, Disassemblieren, Entschlüsseln ausführen oder einen sonstigen Versuch unternehmen, den Quellcode der Dienste oder einer verbundenen Technologie abzuleiten, bei der es sich nicht um Open Source handelt;
10. Ohne unsere ausdrückliche Genehmigung den Eindruck erwecken, dass Sie mit LinkedIn verbunden oder von LinkedIn empfohlen sind (beispielsweise sich als Trainer von LinkedIn ausgeben);
11. Die Dienste oder zugehörige Daten vermieten, leasen, verleihen, mit ihnen handeln, sie verkaufen/weiterverkaufen oder sie auf andere Weise zu monetarisieren oder sich ohne Zustimmung von LinkedIn Zugang zu den Diensten oder damit verbundenen Daten verschaffen;
12. Deep-Links zu unseren Diensten ohne die Genehmigung von LinkedIn zu anderen Zwecken als zur Bekanntmachung Ihres Profils oder zur Werbung für eine Gruppe auf unseren Diensten erstellen;
13. Bots oder sonstige automatisierte Methoden verwenden, um auf die Dienste zuzugreifen, Kontakte hinzuzufügen oder herunterzuladen und Nachrichten zu senden oder umzuleiten;
14. Die Verfügbarkeit, Leistung und Funktionalität der Dienste zu Konkurrenzzwecken überwachen;
15. „Framing“, „Mirroring“ oder eine sonstige Simulierung des Erscheinungsbilds oder der Funktionsweise der Dienste betreiben;
16. Die Dienste oder deren Erscheinungsbild verdecken oder auf andere Weise modifizieren (wie z. B. durch Hinzufügen von Elementen zu Diensten oder Entfernen, Verdecken oder Verbergen einer in den Diensten vorhandenen Werbung);
17. Den Betrieb der Dienste behindern oder sie unangemessen belasten (beispielsweise durch Spam, Denial-of-Service-Angriffe, Viren, Spiel-Algorithmen);
18. Gegen die [**Community-Richtlinie**](https://www.linkedin.com/help/linkedin/answer/89880?trk=microsites-frontend_legal_user-agreement&lang=de) oder weitere Bedingungen bezüglich eines bestimmten Dienstes verstoßen, der bereitgestellt wird, wenn Sie sich für einen derartigen Dienst registrieren oder mit der Nutzung beginnen, oder, wo zutreffend, gegen die [**Bedingungen für Bing Maps**](https://www.microsoft.com/en-us/maps/product/terms-april-2011) verstoßen.

9. Beschwerden zu Inhalten

Wichtige Informationen, falls Sie Beschwerden zu Inhalten melden möchten, die unsere Mitglieder bereitgestellt haben.

Wir respektieren die geistigen Eigentumsrechte anderer. Dementsprechend erfordert dieser Vertrag, dass von Mitgliedern veröffentlichte Informationen korrekt sind und nicht die geistigen Eigentumsrechte oder andere Rechte Dritter verletzen. Wir stellen eine [**Richtlinie und ein Verfahren**](https://www.linkedin.com/legal/copyright-policy) für Beschwerden über von unseren Mitgliedern veröffentlichte Inhalte zur Verfügung.

10. Kontaktaufnahme

Unsere Kontaktdaten. Unser [**Hilfebereich**](https://www.linkedin.com/help/linkedin?trk=microsites-frontend_legal_user-agreement&lang=de) enthält außerdem Informationen zu unseren Diensten.

Bei allgemeinen Anfragen können Sie uns [**online**](https://www.linkedin.com/help/linkedin?trk=microsites-frontend_legal_user-agreement&lang=de) kontaktieren. Rechtliche Mitteilungen oder Klagezustellungen können Sie an diese [**Adressen**](https://www.linkedin.com/help/linkedin/answer/79728?trk=microsites-frontend_legal_user-agreement&lang=de) richten.

Git Hub

GitHub Terms of Service

[In this article](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#in-this-article)

* [Summary](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#summary)
* [The GitHub Terms of Service](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#the-github-terms-of-service)
* [A. Definitions](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#a-definitions)
* [B. Account Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#b-account-terms)
* [C. Acceptable Use](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#c-acceptable-use)
* [D. User-Generated Content](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#d-user-generated-content)
* [E. Private Repositories](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#e-private-repositories)
* [F. Copyright Infringement and DMCA Policy](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#f-copyright-infringement-and-dmca-policy)
* [G. Intellectual Property Notice](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#g-intellectual-property-notice)
* [H. API Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#h-api-terms)
* [I. GitHub Additional Product Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#i-github-additional-product-terms)
* [J. Beta Previews](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#j-beta-previews)
* [K. Payment](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#k-payment)
* [L. Cancellation and Termination](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#l-cancellation-and-termination)
* [M. Communications with GitHub](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#m-communications-with-github)
* [N. Disclaimer of Warranties](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#n-disclaimer-of-warranties)
* [O. Limitation of Liability](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#o-limitation-of-liability)
* [P. Release and Indemnification](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#p-release-and-indemnification)
* [Q. Changes to These Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#q-changes-to-these-terms)
* [R. Miscellaneous](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#r-miscellaneous)

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Formularende

Help us make these docs great!

All GitHub docs are open source. See something that's wrong or unclear? Submit a pull request.

[Make a contribution](https://github.com/github/docs/edit/main/content/github/site-policy/github-terms-of-service.md)

Or, [learn how to contribute.](https://github.com/github/docs/blob/main/CONTRIBUTING.md)

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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#summary)

| Section | What can you find there? |
| --- | --- |
| [A. Definitions](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#b-account-terms) | These are the basic requirements of having an Account on GitHub. |
| [C. Acceptable Use](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#c-acceptable-use) | These are the basic rules you must follow when using your GitHub Account. |
| [D. User-Generated Content](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#e-private-repositories) | This section talks about how GitHub will treat content you post in private repositories. |
| [F. Copyright & DMCA Policy](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#f-copyright-infringement-and-dmca-policy) | This section talks about how GitHub will respond if you believe someone is infringing your copyrights on GitHub. |
| [G. Intellectual Property Notice](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#g-intellectual-property-notice) | This describes GitHub's rights in the website and service. |
| [H. API Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-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 Product Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#i-github-additional-product-terms) | We have a few specific rules for GitHub's features and products. |
| [J. Beta Previews](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#j-beta-previews) | These are some of the additional terms that apply to GitHub's features that are still in development. |
| [K. Payment](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#k-payment) | You are responsible for payment. We are responsible for billing you accurately. |
| [L. Cancellation and Termination](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#l-cancellation-and-termination) | You may cancel this agreement and close your Account at any time. |
| [M. Communications with GitHub](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#m-communications-with-github) | We only use email and other electronic means to stay in touch with our users. We do not provide phone support. |
| [N. Disclaimer of Warranties](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#n-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.** |
| [O. Limitation of Liability](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#o-limitation-of-liability) | 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.** |
| [P. Release and Indemnification](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#p-release-and-indemnification) | You are fully responsible for your use of the service. |
| [Q. Changes to these Terms of Service](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#q-changes-to-these-terms) | We may modify this agreement, but we will give you 30 days' notice of changes that affect your rights. |
| [R. Miscellaneous](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#r-miscellaneous) | Please see this section for legal details including our choice of law. |

[The GitHub Terms of Service](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#the-github-terms-of-service)

Effective date: April 2, 2020

[A. Definitions](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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 “User 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 User 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/en/free-pro-team@latest/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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#b-account-terms)

**Short version:** *User 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#1-account-controls)

* Users. Subject to these Terms, you retain ultimate administrative control over your User 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 User 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#k-payment), in which case additional information will be necessary for billing purposes.

[3. Account Requirements](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#3-account-requirements)

We have a few simple rules for User 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 User 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#l-cancellation-and-termination). 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 User 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)](https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) 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](https://docs.github.com/en/free-pro-team@latest/articles/github-and-export-controls).

[4. User Account Security](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#4-user-account-security)

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

* You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have Accounts under your Account).
* You are responsible for maintaining the security of your Account and password. GitHub cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
* You will promptly [notify GitHub](https://support.github.com/contact) 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/articles/amendment-to-github-terms-of-service-applicable-to-u-s-federal-government-users) applies to you, and you agree to its provisions.

If you have signed up for GitHub Enterprise Cloud, the [Enterprise Cloud Addendum](https://docs.github.com/en/free-pro-team@latest/articles/github-enterprise-cloud-addendum) applies to you, and you agree to its provisions.

[C. Acceptable Use](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/articles/github-acceptable-use-policies) or [Community Guidelines](https://docs.github.com/en/free-pro-team@latest/articles/github-community-guidelines).

[D. User-Generated Content](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy).

[3. Ownership of Content, Right to Post, and License Grants](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/articles/adding-a-license-to-a-repository/#including-an-open-source-license-in-your-repository). 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#3-access)

GitHub personnel 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, including when access is required to maintain ongoing confidentiality, integrity, availability and resilience of GitHub's systems and Service.

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.

[4. Exclusions](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-privacy-statement#for-legal-disclosure) to disclose the contents of your private repositories.

[F. Copyright Infringement and DMCA Policy](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/articles/dmca-takedown-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](https://github.com/contact/dmca) 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](https://docs.github.com/en/free-pro-team@latest/articles/dmca-takedown-policy/#e-repeated-infringement) of this policy.

[G. Intellectual Property Notice](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#1-githubs-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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#3-license-to-github-policies)

This Agreement is licensed under this [Creative Commons Zero license](https://creativecommons.org/publicdomain/zero/1.0/). For details, see our [site-policy repository](https://github.com/github/site-policy#license).

[H. API Terms](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://github.com/site/privacy).

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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-additional-product-terms).

[J. Beta Previews](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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, and we'd love your feedback to make our Beta Previews better.*

[1. Subject to Change](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#3-feedback)

We’re always trying to improve of 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://github.com/pricing) or going into your [Billing settings](https://github.com/settings/billing). 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#l-cancellation-and-termination) for information on getting a copy of that Content.

[3. Billing Schedule; No Refunds](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-additional-product-terms).

**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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://support.github.com/contact). 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#1-account-cancellation)

It is your responsibility to properly cancel your Account with GitHub. You can [cancel your Account at any time](https://docs.github.com/en/free-pro-team@latest/articles/how-do-i-cancel-my-account) 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#m-communications-with-github)

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

[1. Electronic Communication Required](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/articles/guidelines-for-legal-requests-of-user-data/#submitting-requests).

[3. No Phone Support](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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 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. You can view all changes to these Terms in our [Site Policy](https://github.com/github/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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#r-miscellaneous)

[1. Governing Law](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#2-non-assignability)

GitHub may assign or delegate these Terms of Service and/or the [GitHub Privacy Statement](https://github.com/site/privacy), 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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#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](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service#6-questions)

Questions about the Terms of Service? [Contact us](https://support.github.com/contact).