

☁️ CLOUDSMITH – INDIVIDUAL TERMS OF SERVICE (ToS)

1. INTRODUCTION

Thanks for choosing Cloudsmith to provide you with our Services.

These individual terms of services (our **Terms**) apply to those Services. Separate [Corporate Terms of Service](#) apply for Organisations that pay for multiple User accounts on an enterprise basis.

Save as specified below, these Terms apply to you as an individual user even where an Organisation is paying for your Account.

These Terms and the various documents, conditions, and notices referred to in them and all other operating rules, policies, and procedures we may publish from time to time together make up the **Agreement** between you and us, setting out the basis on which we provide you. It also covers how you may access and use the Service and our Site.

We publish various policies, terms, and procedures on our [documentation website](#).

We may amend these Terms from time to time as set out in Section 12 below. We will provide you with at least twenty-eight (28) days of notice before making the effective date of a material (i.e., non-typographic) change. Every time you subscribe to an account with us, you should check the latest version of these Terms to ensure that you understand what terms will apply. These Terms were most recently updated on **23 June 2022**. Historic versions can be obtained by [contacting us](#).

2. DEFINITIONS

We use the defined terms in bold text throughout these Terms, each with the meanings below. They should make sense where used in these Terms, but are helpful to know:

API means Cloudsmith's application programming interface, which interacts with third-party programs.

Cloudsmith, We, Us or Our refers to us, Cloudsmith Ltd, a limited company based in Northern Ireland registered under company NI653568.

Customer Data is Data that you create or own.

Customer Equipment means a functioning mobile, desktop, laptop, or handheld hardware device with internet access. Functionality may be limited on smaller form factor devices.

Data refers to content featured or displayed through our Site or available through our Service, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on our Site or otherwise available through the Service.

Documentation means any manuals, documentation, and other supporting materials that Service Cloudsmith provides or makes available to you.

Beta Services means any Service identified as a beta, preview, or similar. These may be offered as Free Services initially during the "performance preview period."

Free Services means any Service provided free of charge; for example, we offer trials for new features or allow trial use of our Site.

Organizations mean the collaborative workspaces associated with a single entity and multiple Users where multiple Users can collaborate across many projects at once. A User Account can be a member of any number of Organisations.

Our Data is Data that we (or our third-party licensors/service providers) own. All Data that is not Customer Data or User Data is Our Data.

Our Site means our websites located at <https://cloudsmith.com> and <https://cloudsmith.io>, plus any relevant sub-domains or other websites we operate from time to time.

Privacy Notice means our [Privacy Policy \(Notice\)](#) applies to the personal data or information we process from time to time.

Sensitive Data means (a) credit or debit card numbers; personal financial account information; national insurance or social security numbers or equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; details of racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information defined under the relevant UK and European data protection legislation as "Sensitive Personal Data" (or any similar term which may apply from time to time), or any information subject to the US Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information as amended or applicable worldwide from time to time.

Service or **Services** means our applications, software, products, and services, including the Beta Services and Free Services we provide and associated Documentation (where applicable).

SLA means our service level agreement for Users on applicable "Plans," as defined in the [SLA](#).

User, You, and **Your** refer to the individual or entity accessing the Service or using/directing the use of the Account; or that mandates the use of the Account in the performance of its functions.

User Data is Data created or uploaded by users other than you.

Your Account means your account through which you log in to access the Service, which serves as your identity on our Site.

3. ACCOUNT TERMS

Account Opening

When opening your Account, you warrant and represent to us that all information you provide in connection with your account application is true, accurate, and complete and that you will inform us it changes at any time while you use our Service and Site.

To open an account, you must be a single human person responsible for everything done under that account. You must also be capable of entering into legally binding contracts. Therefore, you must also be of legal age to use our Site and Service in your country (or whose laws apply to them). Accounts registered by automated methods or by multiple individuals are not permitted.

If you do not meet the above criteria, you must not open an account with Cloudsmith. We reserve the right to refuse service to anyone for any reason at any time.

We permit individuals who have gone through our account opening processes and comply with the terms of the Agreement to operate service accounts, i.e., one used for performing automated tasks (such as screen-scraping). Still, the individual remains responsible for each account and may open no more accounts than necessary.

You must not allow any other individual to access or use your Account, remain responsible at all times for any actions taken using your Account, and use your best efforts to prevent any unauthorized access to your Account or the Services.

Account Rules and Requirements

When you open an account with Cloudsmith, access our Site, and use our Service, you must abide by specific rules outlined in the Agreement. We set out some of the most important rules below.

Prohibited Uses

You may use our Site and Service only for lawful purposes. You may not use our Site or Service:

- In any way that breaches any applicable local, national, or international law or regulation, including any copyright or trademark laws, export control, or sanctions laws. You are responsible for making sure that your use of the Service complies with laws and any applicable regulations, including that you are not prohibited from using or receiving the Services by any relevant laws in the UK or which apply in the country in which you are resident or from which you propose to use or access same;
- In any way that is unlawful or fraudulent, or has any illegal or fraudulent purpose or effect;
- In any way which interferes with the use of our Services by other Users, or attempts to harm them or their business;
- In any way that relates to link-building purposes or for the primary promotion of other goods or services;
- To harm or attempt to harm others in any way, including to bully, insult, intimidate or humiliate any person;
- If you are not able to form legally binding contracts or are under the legal age in the country in which you reside (or to whose laws you are subject at any time);
- To attempt to or access data not intended for you, such as accessing private repositories;
- To attempt to scan or test the security or configuration of our Site or to breach security or authentication measures without proper authorization from us;
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards; or
- To transmit or procure any unsolicited or unauthorized advertising, promotional material, any other form of similar solicitation (**spam**), or any other chain letters or promote any pyramid schemes.

You also agree:

- Not to harvest or otherwise collect information about users, including email addresses, without their consent, or otherwise access, monitor, or copy any content or information from our Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission, provided that you may access and use information in public repositories as outlined in Section 3 below;
- Not to act illegally or maliciously against our business interests or reputation, or that of other users;
- Not to take any action that might undermine the feedback or rating systems forming part of our Site;
- Not to, or attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;
- Not to, or attempt to, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services (or their underlying software), access all or any portion of the Services to build a product or service which competes with the Services,
- Not to, save as expressly permitted in these Terms, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party (other than the Organisation paying for your Account license, and its Affiliates (as defined in our corporate terms and as permitted under those terms));
- Not to access without authority, interfere with, damage, or disrupt any part of our Site, any equipment, or Not to take any action that places excessive demand on our Services, or imposes, or may impose an unreasonable or disproportionately large load, or otherwise disable, overburden or impair (as determined in our sole discretion), our servers or other portion of our infrastructure supporting our Site;
- network on which our Site is stored, any software used in the provision of our Site, or any equipment or network or software owned or operated by any third party;
- To use our Site and Services in compliance with any applicable terms that are relevant to the Organisation with which your Account is associated per any legal requirements that may apply; and
- Not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs, or otherwise technologically harmful material. You must not attempt to gain unauthorized access to the server on which our Site resides or any server, computer, or database connected to our Site or attack our Site via a denial-of-service attack or a distributed denial-of-service attack.
- Not to use our Services to collect, manage or process Sensitive Data. We will not accept any liability that may result from your use of the Services. The Services are not designed to comply with industry-specific regulations such as the US Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), the Federal Information Security Management Act (FISMA), or other laws relating to industries where financial data or additional Sensitive Information is regularly exchanged, so you may not use the Services otherwise where your communications would be subject to such laws.

You may commit a criminal offense in the UK or elsewhere by breaching these provisions. We will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them.

Account Administration

Users. Subject to these Terms, you retain ultimate administrative control over your Account and your Customer Data uploaded through it, subject to any access or control rights that apply between you and the owner of the Organisation to whom your Account relates and who may have paid for your license to access our Services.

Organizations. Cloudsmith allows Users to register and designate themselves as "owners" of particular Organisations on our Site. The "owner" or "owners" of an Organisation created under these Terms has ultimate administrative control over that Organisation and all Data uploaded through or connected to that Organisation.

An Organisation may have multiple owners t be at least one User is designated as an Organisation owner. Suppose you are the owner of an Organisation under these Terms. In that case, we consider you responsible for the actions performed on or through that Organisation and all associated Data (other than Our Data).

By registering or affiliating your Account with an Organisation, you warrant and represent that you are legally authorized to do so; for example, where the Organisation is a real-world company or entity. You also warrant and represent that you are legally permitted to deal with any Customer Data you make upload, access, amend or make available via that Organisation's public repositories.

Within the Service, an owner can manage User access to the Organisation's Data and projects.

Account Security and Login Details

You are responsible for keeping your Account secure while using the Service, including maintaining your account's security at the highest possible level and not disclosing credentials to third parties.

We offer tools such as minimum password requirements to help you maintain security, but your Account's content and security are up to you. Suppose you suspect that anyone other than you has wrongfully obtained your password. In that case, you should immediately reset it and inform us if you suspect any unauthorized, fraudulent, or illicit activity has occurred through your account.

You are responsible for all content posted and activity under your account.

You accept that we are not liable for any loss or damage from your failure to comply with this security obligation.

Additional Terms and Third-Party Sites and Services

Please note that a third party's legal terms may apply to your use of our Service. For example, you may be required to agree and adhere to third-party terms where:

- You download an application that integrates with our Service;
- You linked your account to an Organisation on Cloudsmith which has their terms of use; or
- You use Cloudsmith to authenticate to another service.

While the Agreement establishes your relationship with us, other parties' terms govern their relationships with you.

While we take no responsibility for any Service user's adherence to such terms or the actions taken by such Organisations or third parties, you warrant and represent that you will honor and adhere to such terms when using the Service and that you will not hold us responsible for any interactions with such third parties or their terms, including for wrongful or negligent acts or omissions, or breaches of contract.

We do not control such sites, services, or resources provided by third parties or the content, messages, or information found in or on, accessible through them, or integrated with the Services. We disclaim and will have no liability regarding such sites or services and any actions resulting from your use of the same. The availability of such sites or services on our Services does not mean Cloudsmith endorses, supports, or warrants such sites, resources, or services.

Data Standards and User Interaction

Customer Data

You may create or upload Customer Data while using the Service. You are solely responsible for the content of, and for any harm resulting from, any Customer Data that you post, upload, link to, or otherwise make available via the Service, regardless of the form of that Data. We are not responsible for any public display or misuse of your Customer Data unless we have breached our obligations to keep any Customer Data in private repositories confidential.

You warrant and represent that you will only upload Data that you have the right to post and that you will fully comply with any third-party licenses relating to Data you interact with or upload.

We do not pre-screen or actively monitor Customer Data (and will not access Customer Data in private repositories other than where indicated below). Still, we have the right (though not the obligation) to refuse or remove any Customer Data that, in our sole discretion, violates any of our terms or policies (including the Standards outlined below).

Customer Data Standards

These standards (**Standards**) apply to any Customer Data that you upload to our Site. The Standards must be complied with in spirit and to the letter and apply to each part of any Customer Data and its whole. We will determine whether any Customer Data breaches our Standards at our sole discretion.

You warrant that any Customer Data complies with the Standards set out in the Agreement.

Any Customer Data must:

- Be accurate (where it states facts);
- Be genuinely held (where it expresses opinions); and
- Comply with the law applicable in the UK and in any country from which it is posted.

Customer Data must not:

- Be defamatory of any person;
- Be obscene, offensive, hateful, or inflammatory;

- Bully, insult, intimidate or humiliate;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any copyright, database right, trademark, or other intellectual property rights of any other person;
- Be likely to deceive any person;
- Breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be in contempt of court;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety.
- Be likely to harass, upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person;
- Give the impression that it emanates from or relates to us or one of our employees, or an Organisation or one of its employees, unless genuine;
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducements to the commission, preparation or instigation of acts of terrorism;
- Contain viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to affect any computer software or hardware operation adversely; or
- Contain any advertising or promote any services or web links to other sites.

4. PRIVATE REPOSITORIES

Some Accounts may have private repositories, which allow you to control access to User Data stored on them. We consider these to be confidential to you. We will endeavor to protect the User Data stored on them from unauthorized use, access, or disclosure in the same manner that we would use to protect our confidential information of a similar nature and in no event with less than a reasonable degree of care.

Cloudsmith Access

Cloudsmith personnel may only access the content of your private repositories in the following situations:

- with your consent and knowledge, for support reasons;
- if we have reason to believe the contents of a private repository violate the law or of these Terms, in which case we reserve the right to access, review, and remove them;
- where we are compelled by law to disclose your private repository Content; or
- when access is required for operational or security reasons, including when access is required to maintain ongoing confidentiality, integrity, availability, and resilience of Cloudsmith's systems and Services (in which case access will be limited to specifically authorized personnel and only exercised to the extent necessary to facilitate such purposes).

None of these are commonplace activities.

You may also choose to enable additional access to your private repositories. For example, you may enable various Cloudsmith services or features that require other rights to Customer Data in private repositories. These rights may vary depending on the service or feature, but Cloudsmith 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 Cloudsmith Service, we will explain those rights.

5. INTELLECTUAL PROPERTY

Cloudsmith's Intellectual Property Notices

Cloudsmith and its licensors own all of Our Data, including all intellectual property rights related to our Site and Service. They reserve all rights not expressly granted to you under the Agreement.

Our Site and Service are copyright © Cloudsmith Ltd.

The "Cloudsmith" ® name, brand, and associated logos are the registered trademarks of Cloudsmith.

You may not duplicate, copy, or reuse any portion of our Site, Service, or trademarks without our express permission, save as in the "Linking to Our Site" section below.

Nor must you access our Site or Service where you are engaged as an employee or contractor with any business that competes with our own or to attempt to gain access to our confidential information with a view to building, creating, or amending any software or service which competes with any element of the Service offered by us.

License Grants

Using our Site and Service means you are granted specific licenses or rights by both users and us, which is required; in turn, you grant specific licenses or rights to other users and us.

Each of these licenses is described below:

Your Licence to Link to Our Site

You may link to our Site (including where you do not have an account with us), provided you do so fairly, legally, and in a way that does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our Site on any website that you do not own unless you have relevant authorizations. We reserve the right to withdraw linking permission without notice. The website you are linking must comply with the content standards in these Terms. Our Site must not be framed on any other site.

We may withdraw this license at any time on notice. If you have an Account with us and wish to link to or use data on our Site other than that set out above, don't hesitate to get in touch with us.

The Licence You Grant to Cloudsmith

By opening an account with us, you grant and assign our successors and us a non-exclusive, worldwide, royalty-free license and right to store, utilize, and display Customer Data (in the manner in which you have made it available) and make copies as necessary to provide the Service and our Site.

For example, this includes a right to do things like copy it to our database and make backups, display the Customer Data and share it with you and other users (unless access is restricted, in respect of Customer Data in private repositories), to analyze the Customer Data.

As noted above and in our [Privacy Policy \(Notice\)](#), we do not sell your Customer Data or distribute or use it outside the context of providing the Service and our Site as noted above.

This license will end or be revoked within a certain period after your account is canceled or you have deleted all copies of the relevant Customer Data uploaded to our Site. Our Customer Data retention policies are outlined in our [Privacy Policy \(Notice\)](#).

The Licence You Grant to Other Users

Any Customer Data 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, copy and download the Data contained in them.

Suppose you set your repositories to be viewed publicly by default. In that case, you grant all Cloudsmith users a nonexclusive, royalty-free, worldwide, irrevocable license to use, display, perform and reproduce the relevant User Data available on or through those repositories via the Service as permitted through the Service functionality from time to time.

You agree to adhere to our Privacy Policy's relevant provisions when accessing or processing User Data and any personal data or personally identifiable information within the Site or Services, and only use any such data for the purposes the originating User or Organisation has permitted. You also agree to reasonably secure any such information and respond promptly to complaints, removal requests, and "do not contact" requests from us or any Users or individuals to whom such Data relates or belongs (as applicable).

You may agree to grant further rights or amend the rights granted if you implement a license regarding your repository. In that case, any other user accessing those repositories will be required to agree to the terms of the license you have imposed as a pre-condition to accessing your repositories. You acknowledge and agree that any disputes regarding such license terms are solely between you or the Organisation with whom your account is associated (as the owner of the relevant repository); the applicable third-party user accessing the same (who has agreed to your license terms).

Cloudsmith accepts no responsibility for ensuring that any user adheres to such license terms, and you agree to indemnify and hold us harmless in respect of any breach. Still, suppose you have agreed to license terms related to third-party

Organisations' or Cloudsmith users' repositories. In that case, you agree to honor the same in spirit and to the letter and acknowledge that failure to do so shall constitute a breach of your Agreement with Cloudsmith and your separate legally binding contract with the Organisation or User whose terms you have agreed.

Suppose there is any conflict or inconsistency between the terms of this Agreement and the terms you have agreed with another User or Organisation for access, or input, to their Content. In that case, the latter shall prevail over the former.

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 Cloudsmith Users.

Contributions Under Repository Licence

You license your contribution under the same terms whenever you contribute to a license notice repository. You agree that you have the right to license your contribution under those terms.

Suppose you have agreed to a separate license for your contributions on different terms. In that case, such a license will supersede the above license to the extent of any conflict or inconsistency, i.e., the "inbound equals outbound" approach commonly accepted in the open-source community.

Feedback

We're always trying to improve our Services, and your feedback will help us do that.

If you give us any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations, or any other feedback for our products or services (**Feedback**), whether concerning any Beta Service or generally concerning our Service, you acknowledge and agree by accepting the Agreement that Cloudsmith will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit or incorporate the Feedback into our products, services, and documentation.

Moral Rights

You retain all moral rights to Customer Data 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 exercise the rights you granted by you above reasonably, but not otherwise.

Intellectual Property Infringement

If you believe that content on our Site infringes your intellectual property rights, please [contact us](#). There may be legal consequences for sending a false or frivolous notice, and we will close your account if you repeatedly send wrongful intellectual property infringement notices.

6. API TERMS

Abuse or excessively frequent requests to Cloudsmith via the API may result in the temporary or permanent suspension of your Account's access to the API. Cloudsmith will determine what constitutes abuse or excessive API usage at our sole discretion. We will reasonably attempt to warn you via email before a suspension.

You may not share API tokens to exceed Cloudsmith's rate limitations. You may not use the API to download Content from our Site for spamming purposes, including selling Users' data to third parties.

All use of the Cloudsmith API is subject to the Agreement's terms, including our [Privacy Policy \(Notice\)](#).

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

7. FREE SERVICES AND BETA SERVICES

You acknowledge that all Free Services (including in this section any Beta Services (i.e., preview or early access Services)) may be subject to change at any time. You use Free Services entirely at your risk. We give no warranties whatsoever and, to the extent permitted by law, accept no liabilities regarding the Free Services and their use by you or your Organisation.

Access to the Free Services and Beta Services (which have not been paid for) is permitted temporarily, and we may suspend, withdraw, discontinue or change all or any part of the Free Services, either generally or to you specifically, at any time, for any reason, with or without notice. We will not be liable to you or your Organisation if, for any reason, the Free Services are unavailable at any time or for any period.

You acknowledge and agree that access and use of any applicable Free Services or Beta Services we offer through your Account constitutes reasonable and sufficient consideration. In return for that access, you are willing to adhere to the terms

of the Agreement, including these Terms.

As a User where an Organisation has not paid for a license for your Account, your access to our Services is limited to access only to Free Services and Beta Services. Where an Organisation ceases to make subscription payments for your Account, your access to premium Services can and will be revoked at any time, without further notice.

8. BETA SERVICES

Confidentiality

As a Beta Services user, you may get access to information that isn't yet publicly available about new products and features that we plan to offer. Given the nature of this information, it's important to us that you keep it confidential.

You agree that any Beta Service information we give you that isn't yet in the public domain, for example, information about a preview for a new Beta Service, is our confidential information (**Confidential Information**), whether or not expressly labeled as such. You agree only to use such Confidential Information to test and evaluate the Beta Service (the **Purpose**), not for any other purpose.

You also agree not to disclose, publish, or share any Confidential Information with or to any third party unless we have set up the Beta Service in such a way that expressly encourages this (for example, where you are part of a forum we have organized to trial or discuss a new Beta Service).

Finally, you agree to exercise the same degree of care with our Confidential Information to prevent any breach of the above terms as you would with your own sensitive, private, or confidential information, which shall, in any event, be no less than a reasonable degree of care.

Exceptions

Confidential Information does not include information that is:

- (or becomes) publicly available without breach of the Agreement through no act or inaction on your part (for example, where a previously private Beta Service is rolled out as a regular Service by us);
- independently developed by you without breach of any confidentiality obligation to us or any third party; or
- disclosed with our express written permission from Cloudsmith.

If you are required to disclose Confidential Information according to any order by a court or regulatory authority with jurisdiction over Cloudsmith, provided that we have been given reasonable advance written notice to object (unless prohibited by law) and the disclosure is limited to the maximum extent possible to comply with such an order of law.

9. CANCELLATION OR TERMINATION OF YOUR ACCOUNT

Your Cancellation Rights

You can cancel your Account at any time by following the steps within the Service. We do not cancel Accounts in response to an email or contact form request.

Your Organisation may also cancel their agreement with us, in which case cancellation will take effect immediately. You will be notified of this at the point of cancellation. By default, your Account will be kept open for access to Free Services only, but you may choose to cancel it at any point after that by following the steps outlined above.

Our Termination Rights

We have the right to suspend or terminate your Account and your access to all or any part of our Site at any time where we believe a breach has occurred, either by you of these Terms or by the Organisation who pays for your account of their relevant terms of service. If that Organisation no longer pays for your Account, we may also relegate your Account to an Account with access to Free Services only.

As noted above, we may suspend or terminate access to any Beta Services or Free Services or cancel any Account which only has access to such Services at any time with or without notice. If you have not breached the Agreement, we would typically endeavor to notify you in advance of such cancellation.

For example, we may also cancel your Account at any time when an Organisation with whom your Account is affiliated is not paying for premium Services and there has been a period of inactivity on that Account.

Consequences of Termination

Once your Account has been terminated, we will retain and use your Customer Data as outlined in our [Privacy Policy](#)

[\(Notice\)](#). Where applicable, any separate data processing terms we may have agreed with the Organisation with whom your Account is associated. We will then delete your Customer Data per those terms. Once your Account has been deleted, we cannot recover your Customer Data.

We will not delete Customer Data that you have contributed to other Users' repositories or that other Users have copied into their repositories.

If your Account is closed, then the Agreement will be deemed terminated.

All provisions of the Agreement which, by their nature or the context, are required or contemplated to survive termination or expiry of the Agreement will survive termination, including, still, not limited to the intellectual property provisions, any disclaimers, the indemnity, and the limitations on our liability set out within these Terms.

10.COMMUNICATIONS

For contractual purposes, to the extent permitted by law, you:

- consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and
- agree that all terms, agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper.

Legal notices or service of proceedings you wish to provide must be in writing and served at our registered office address, per the relevant Northern Irish legal requirements.

11.SUPPORT SERVICES

Cloudsmith only offers support via email, in-Service communications, and electronic messages. Support is subject to reasonable usage requirements and cannot be guaranteed where you avail of only Free Services or Beta Services. Cloudsmith is a UK-based company that typically deals with Support tickets between 9 am and 5 pm GMT on Mondays to Fridays that are not public holidays in the UK. You must initiate support requests and be available to interact with our support team when they have queries regarding a particular ticket.

The above paragraph does not apply to Organisations that have agreed to an SLA with us, where different response times and support service standards may apply. However, these obligations are between the relevant Organisation and us, rather than us and you as an individual user.

12.DISCLAIMER OF WARRANTIES – PLEASE REVIEW CAREFULLY

Cloudsmith provides our Site and the Service "as is" and "as available" without any kind of warranty. Without limiting this, we expressly disclaim all warranties, whether express, implied, or statutory, regarding our Site and the Service or the content, statements, or other information contained on the Site, including, but not limited to, those of title noninfringement, merchantability, and fitness for a particular purpose.

Neither we nor our affiliates or any of their respective employees, agents, merchants, third-party content providers or licensors, or any of their officers, directors, employees, or agents warrant that the Service will meet your requirements; that the Service or Site or your use of them will be uninterrupted, secure, or error-free; that the information provided through the Service is accurate, complete, 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 from your downloading or using files, information, content, or other material obtained from the Service.

To the extent permitted by law, time shall not be of the essence for any of our obligations under the Agreement, including Support obligations.

It is your responsibility to ensure you have adequate Customer Equipment as we specify from time to time to access our Services.

13.LIMITATION OF LIABILITY– PLEASE REVIEW CAREFULLY

We do not exclude or limit our liability to you where it would be unlawful to do so, including liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraud or fraud misrepresentation.

We with this disclaim any representations, warranties, and conditions, whether express or implied, as to the operation of our Site or the products or services accessible or available through our Site, including, but not limited to, title noninfringement, merchantability, and fitness for a particular purpose.

We disclaim all liability, however arising, for any loss or damage above the total amounts paid by you to us over the period of 12 months immediately preceding the date of the relevant claim. Our liability to you shall be nil if you have not paid anything as an individual user. This disclaimer does not affect any separate liability caps agreed upon in any contract between us and the Organisation(s) with whom your Account is associated.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use our Site; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill, or reputation;
- loss of, damage to, or corruption of data; or
- any indirect, special, or consequential loss or damage, whether those losses are foreseeable, known, foreseen, or otherwise.

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 any incidental, indirect, special, consequential, or exemplary damages, however arising, that result from:

- the use, disclosure, or display of your Customer Data;
- 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 the parties have been informed of or are aware of the possibility of such damages.

14. INDEMNITY AND RELEASE – PLEASE REVIEW CAREFULLY

You expressly agree that using the Site and our Service is at your sole risk.

Suppose you have a dispute with any other User(s). In that case, you agree to release us from any 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, defend, and hold us and our group companies and employees harmless from and against any claims, liabilities, and expenses, including attorneys' fees, arising out of your use of our Site and the Service, including but not limited to your violation of the Agreement, provided that we:

- promptly give you written notice of the claim, demand, suit, or proceeding;
- subject to you giving us such security as to financial cost as we reasonably require, and to our right to participate in and be advised on the progress of settlement of any claim via a counsel of our choosing, give you primary 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 us of all liability); and
- supply to you all reasonable assistance with the subject matter of the claim, at your expense.

15. CHANGES TO THESE TERMS

We reserve the right to amend these Terms at any time. For non-material modifications, your continued use of our Site constitutes agreement to our revisions of these Terms.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any

part of it) with or without notice.

16. GENERAL

The Agreement, its subject matter (including your access to and use of our Site and Service), and its formation (including any non-contractual disputes or claims) are governed by Northern Irish law. You and we both agree to the exclusive jurisdiction of the courts of Northern Ireland.

Cloudsmith may assign, novate, transfer, sub-contract, or otherwise deal with the Agreement (or any of our rights or obligations under it), in whole or in part, to any person or entity at any time with or without your consent. If we sub-contract our commitments, we shall still be responsible to you for performance by our sub-contractors. You may not assign or delegate any rights or obligations under the assign, novate, transfer or otherwise deal with the Agreement without our prior written consent. Any unauthorized assignment and delegation by you shall have no legal effect.

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

The provisions of the Agreement apply equally to and are for our benefit. That of our parent companies, subsidiaries, subsidiaries of parent companies, and affiliates, and each shall have the right to assert and enforce such provisions directly or on its behalf, including the limitation and indemnity provisions.

No waiver by us of any breach or default or failure to exercise any right allowed under these terms is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under these Terms. The section headings used herein are for convenience only and shall be of no legal force or effect.

The Agreement may only be modified by a written amendment signed by an authorized representative of Cloudsmith or by the posting by Cloudsmith of a revised version per Section 12 above.

We will not be liable for any default or delay in the performance of our obligations under the Agreement due to acts of God, failure of telecommunications networks, failure or insolvency of our hosting services provider, terrorism, natural disasters, earthquakes, fire, riots, floods, and other similar events, to the extent such event is beyond our reasonable control.

The Agreement intends or creates no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship.

The Agreement represents the complete and exclusive contract between you and us and supersedes any proposal or prior agreement, oral or written. Any other communications between you and us relating to its subject matter, including confidentiality or nondisclosure agreements.

The above does not apply to Organisations that have signed a separate written contract or contract with which the relevant parties have agreed will take precedence over the Agreement.