



Terms of Service

Updated: Sept 1st, 2024

Introduction

This Terms of Service is a contract entered into by and between You (“**you**” or “**User**”) and CodeRabbit, Inc. (“**CodeRabbit**,” “**We**,” or “**us**”) and our affiliates, to the extent expressly stated. These terms and conditions (together with our Privacy Policy, these “**Terms of Service**” or “**Terms**”) govern your access to and use of <https://coderabbit.ai> (“**Website**”), our web application (our “**App**”) and any software, application, content, functionality, and services (collectively, the “**Services**”) offered by CodeRabbit, whether as a guest or registered user.

Please read these Terms of Service carefully before you start to use or access our Services. By using our Services, you accept and agree to be bound and abide by these Terms. If you are not eligible or do not agree to these Terms of Service, then you do not have permission to use the Service and you must not access or use our Services.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 18, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND CODERABBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Your ability to use or access the Services is dependent on the third parties, such as GitHub or GitLab. You acknowledge and agree that your ability to access and use the Services is governed by the Terms of these third parties, and those Terms may change at their discretion.

1. AGE RESTRICTIONS

The Website and Services are intended for users 13 and older. By accessing or using the Services, You represent and warrant that you are at least thirteen (13) years old and that you possess the legal right and ability to enter into this Terms of Service and to use the Services in accordance with these Terms.

2. CHANGES TO TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion by posting a revised version on the Website. All changes are effective immediately when we post them. CodeRabbit may provide reasonable notice of any material changes, determined at our sole discretion, by posting the updated Terms of Service on the Website. Any revisions to the Terms of Service will take effect on the noted Effective Date, located at the top of these Terms.

3. ABOUT CODERABBIT

CodeRabbit is an AI-driven tool which offers insightful, line-by-line feedback on code changes, suggesting improvements and corrections.

4. USER ACCOUNTS

You may register for a CodeRabbit user account (“**Account**”). In order to register an Account, you will be required to connect to the Services via your account with GitHub or GitLab (each, a “**Third-Party Account**”). By connecting a Third-Party Account to the Services, you authorize CodeRabbit to access your Third-Party

Account, including your profile information, the primary email address associated with your Third-Party Account, profile information from the organization of which you are a part (such as organization name, description), and information about the GitHub or GitLab repositories to which you have access. You control the scope of the authority granted to CodeRabbit to the extent permitted by GitHub or GitLab. By providing CodeRabbit access to your Third-Party Account, you authorize CodeRabbit to act on your behalf to retrieve information from the applicable Third-Party Account for purposes of providing the Services under these Terms.

You are responsible for maintaining the security and confidentiality of your Account information. You agree that you are solely responsible for any and all losses incurred by us or any other user or visitor to the Services due to someone else using your Account as a result of your failing to keep your account information secure and confidential. You represent and warrant that you have all necessary rights, consents, authorizations and permissions to grant CodeRabbit access to your Third-Party Account, including for the purposes described in these Terms, without any breach by you of any of the terms and conditions that govern your agreement with the applicable Third-Party Account provider, and without subjecting CodeRabbit to any payment obligations, usage limitations or other liabilities.

Authorized Users

You are responsible and liable for all uses of the Services resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of anyone authorized to access or use the Services on your behalf (“**Authorized User(s)**”), and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

5. PROHIBITED USES

You may use our Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate CodeRabbit, a CodeRabbit employee, another user, or any other person or entity (including, without limitation, by using email addresses or account names associated with any of the foregoing).
- To violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm CodeRabbit or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services, including any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Sell or otherwise transfer the access granted under these Terms.
- Attempt to do any of the acts described in this Section 5 or assist or permit any person engaging in any of the acts described in this Section 5.

6. LLM providers

Our Services use artificial intelligence - which is powered by OpenAI and Anthropic. We integrate using OpenAI and Anthropic's API. When using our Services, you agree to abide by OpenAI's [Usage Policies](#) and [Terms of Service](#) and Anthropic's [Usage Policies](#) and [Terms of Service](#), and you agree not to use CodeRabbit in any way that is prohibited by these model providers, including:

- Illegal activity.
- Child Sexual Abuse Material or any content that exploits or harms children.
- Generation of hateful, harassing, or violent content.
- Generation of malware.
- Activity that has high risk of physical harm.
- Activity that has high risk of economic harm.
- Fraudulent or deceptive activity.
- Adult content, adult industries, and dating apps.
- Political campaigning or lobbying.
- Activity that violates people's privacy.
- Engaging in the unauthorized practice of law or offering tailored legal advice without a qualified person reviewing the information.
- Offering tailored financial advice without a qualified person reviewing the information.
- Telling someone that they have or do not have a certain health condition or providing instructions on how to cure or treat a health condition.
- High risk government decision-making.

7. TERMS OF SERVICE VIOLATIONS AND TERMINATION

Term. These Terms are effective beginning when you accept the Terms or first access or use the Service, and ending when terminated as described in the Section titled “Termination” below.

Termination. Any violation of these Terms of Service shall result in immediate account termination without prior warning to you and without refund applied to your Account. Additionally, any violation of these restrictions may further subject you to liability for violation of CodeRabbit's intellectual property rights and further claims and damages. We may choose to suspend or terminate your Account or ability to access or use the Services at any time, for any or no reason, at our sole discretion, and without notice or liability of any kind. You agree that any violation by you of these Terms of Service will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate; and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of all Services. You may delete your Account by accessing your Account settings on the Site or by contacting us at: contact@coderabbit.ai.

Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay CodeRabbit any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and those provisions which by their nature are intended to survive any termination or expiration of these Terms will survive. You are solely responsible for retaining copies of any User Content you upload to the Service since upon termination of your account, you may lose access rights to any User Content you uploaded to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.

8. PRIVACY POLICY

Your use of the Services may involve the transmission of your personal information to us. For example, we collect personal information when you register for an Account as described in Section 4 above. Our policies regarding the collection, use, disclosure, and protection of such personal information are governed according to our Privacy Policy, as made available at <https://coderabbit.ai/privacy-policy> (the “Privacy Policy”). Please read the CodeRabbit Privacy Policy carefully. The CodeRabbit Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Please review our Privacy Policy before beginning to use our Services. By using our Services, you have also acknowledged and agreed to our Privacy Policy.

9. INTELLECTUAL PROPERTY RIGHTS

The Services and its entire contents, features, and functionality (including but not limited to the Website, App, software, applications, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by CodeRabbit, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

CodeRabbit hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Service solely for your internal business operations as set forth in these Terms of Service and expressly conditioned upon your Account remaining active, in good standing, and in full compliance with these Terms of Service. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform,

republish, download, store, or transmit any of the material on our Services except as permitted by this Terms of Service. Further you must not use the Services to create or in relation to any product or service that competes with the Services.

The CodeRabbit intellectual property rights, including name, copyrights, patents, trade secrets, logo, trademarks and all related intellectual property rights are property of CodeRabbit or its affiliates or licensors. You must not use such property without the prior written permission of CodeRabbit. All other names, logos, product and service names, designs, and slogans on this Services are the trademarks of their respective owners.

We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant CodeRabbit an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. CodeRabbit will have no other obligation to provide you with attribution for any Feedback you provide to us.

USER CONTENT

“**User Content**” refers to any information, data, or content that you upload, post, input, or submit while using the Service, such as submitting code for review or adding content to your profile.

The service provider, in this case, CodeRabbit, treat your User Content as confidential information. CodeRabbit is not obligated to back up your User Content, and it may be deleted without notice. It's your responsibility to create and maintain backup copies of User Content if you want to.

CodeRabbit will use your User Content to generate feedback on, suggestions or other corrections to your code (“**Output**”). Subject to your compliance with these Terms, CodeRabbit hereby assigns to you all of its rights, title and interest (if any) in and to the Output resulting from your use of the Service and CodeRabbit's use of your User Content in connection with providing the Service. The Service may provide the same or similar Output to others, and CodeRabbit's assignment to you in the preceding sentence does not apply to any outputs resulting from other users' use of the Service. You agree that CodeRabbit may use Output to (a) provide, maintain, protect and improve the Services provided to you; (b) comply with applicable law; and (c) enforce these Terms. **You are solely responsible for your use of any Outputs.**

CodeRabbit's use of your content should not infringe on third-party rights, break any laws, or violate terms of service or agreements related to your Third-Party Account. By providing User Content via the Service, you affirm, represent, and warrant to CodeRabbit that:

- You are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize CodeRabbit to use your User Content as necessary to exercise the licenses granted by you, in the manner contemplated by CodeRabbit, the Service, and these Terms;
- Your User Content and use of your User Content as contemplated by these Terms does not and will not: (a) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other proprietary rights of any other person; or (iii) cause CodeRabbit to violate any law or regulation or require CodeRabbit to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- Your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

Additionally, you should not provide User Content that goes against any fiduciary duty or contractual obligation. If you become aware of the service being used for illegal purposes, you should notify CodeRabbit.

10. CODE SHARING AND PRIVACY

Your proprietary code remains confidential with CodeRabbit. You can opt out of data storage. However, opting in helps us fine-tune the reviews for you based on your usage. While the code is shared with OpenAI and/or Anthropic for reviewing purposes, neither CodeRabbit nor OpenAI or Anthropic uses your code to train our models. We adhere to rigorous privacy policies to guarantee the safety and confidentiality of your code. CodeRabbit uses open-source project code to train our system.

11. CONFIDENTIAL INFORMATION

From time to time during the Term of this Agreement, You, or CodeRabbit (“**Disclosing Party**”) may disclose or make available to the other party (“**Receiving Party**”), information about Disclosing Party or Disclosing Party’s affiliates’ business affairs, products, confidential intellectual property, trade secrets, financial information, third-party confidential information, and other sensitive or proprietary information, whether disclosed or accessed in written, electronic, or any other form or media, that is identified as confidential at the time of disclosure or should be reasonably known by Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure.

The Receiving Party shall maintain in confidence all confidential and proprietary information and shall not disclose confidential or proprietary information to any person or entity, except to the employees, agents, or subcontractors who have a legitimate need to know, to perform their obligations hereunder and who are required to protect the confidential or proprietary information in a manner no less stringent than required under this Agreement.

Confidential and proprietary information does not include information that: (a) is or becomes publicly known through no fault of CodeRabbit, our service providers, or service integrations providers, or their representatives; (b) already rightfully known to the Receiving Party at the time of disclosure ; (c) rightfully obtained and on a non-confidential basis from a third party without breach of any confidentiality obligation; or (d) independently developed by or on behalf of the Receiving Party without access to or use of any confidential and proprietary information of the Disclosing Party.

Notwithstanding the foregoing, CodeRabbit, our service providers, or service integrations providers, or their representatives may be required to disclose your confidential and proprietary information (a) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable Law; only with written notice to you and makes a reasonable effort to obtain a protective order; or (b) to establish CodeRabbit’s rights under this Agreement, including to make required court filings.

CodeRabbit’s software, applications, scripts, code, plug-ins and technology incorporated in the Services, the design and layout of the CodeRabbit Platform user interface, all pricing information relating to the Services, and the terms and conditions of this Agreement (including all Orders) shall be deemed confidential information of CodeRabbit without any marking or further designation.

12. PURCHASES AND SUBSCRIPTIONS

Subscriptions

The Service may include certain subscription-based plans with automatically recurring payments for periodic charges (“**Subscription**”). All Subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Payment can be made by credit card, debit card, or other means that we may make available. If you purchase a Subscription, you will be

billed on a recurring and periodic basis (“**Billing Cycle**”). Billing Cycles are set on a monthly or annual basis, depending on your Subscription choice. **You agree that by purchasing a Subscription, the Subscription will automatically renew, and you will be charged until you cancel.**

At the end of each Billing Cycle, your Subscription will automatically renew for the same price and time period as your initial Subscription terms unless you or CodeRabbit cancel your Subscription. **You must cancel your Subscription before it renews in order to avoid billing of the next Billing Cycle.**

Subscriptions are processed and managed on behalf of CodeRabbit, by third-party payment processors (such as Stripe and Chargebee). By submitting your payment method, you authorize CodeRabbit’s third-party payment processor to charge all Subscription fees incurred through your Account to such payment method.

Fees and Payment

If you purchase the Services (including on a Subscription-basis), you agree to pay CodeRabbit the applicable fees and taxes in U.S. Dollars. Failure to pay these fees and taxes will result in the termination of your access to the paid Services, including any Subscription Services. Fees are based on total number of “developer seats” selected for Services during the applicable billing period.

You agree that (a) if you purchase a Subscription to any of the Services, our third-party payment processor may store and continue billing your payment method (e.g. credit card) to avoid interruption of such Services, and (b) we may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. Our pricing is set out on <https://coderabbit.ai/pricing>.

Fee Changes

CodeRabbit, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

If CodeRabbit offers any free or trial services (a “**Free Trial**”), such Free Trial will be subject to these Terms. At any time and without notice, CodeRabbit reserves the right to (i) modify the terms of a Free Trial offer, or (ii) cancel such Free Trial offer.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds and Subscription Cancellations

Subscriptions can be cancelled at any time before the next subscription cycle, and the cancellation will take effect from the next subscription cycle. You may cancel your Subscription through our web app by accessing subscription management, or by contacting CodeRabbit at contact@coderabbit.ai. Refunds may be issued at CodeRabbit’s discretion.

13. THIRD-PARTY MATERIALS

The Services may display, incorporate, permit access to or make available content, data, information, applications, systems, materials and other resources of third parties (“**Third Party Materials**”) or provide links to certain third-party websites. By using the Services, you acknowledge and agree that CodeRabbit is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, security or any other aspect of such Third-Party Materials or third-party websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party products or services, Third Party Materials or third-party websites. Third Party Materials and third-party websites are not under CodeRabbit’s control, and, to the fullest extent permitted by law, CodeRabbit is not responsible to you for any Third Party Materials, third-party websites, or third-party services. Third Party Materials and links to other websites are provided solely as a convenience to you. For purposes of these Terms any third-party products and services, Third-Party Materials and

third-party websites are subject to their own terms and conditions. If you do not agree to abide by the applicable terms for any such third-party products and services, Third-Party Materials and third-party websites, then you should not install, access, or use such third-party products and services, Third-Party Materials or third-party websites.

14. WARRANTY DISCLAIMER

WE PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THE SERVICES, ANY CONTENT FROM THE WEBSITE, OR THE SERVER THAT MAKES THIS SERVICES AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS, OMISSIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH CASE PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR CODERABBIT OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE CODERABBIT ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM: (a) THE SERVICE; (b) ANY ERRORS, INACCURACIES, OR OMISSIONS IN THE OUTPUTS OR OTHER CONTENT PROVIDED BY THE SERVICES; (c) YOUR ABILITY OR INABILITY TO UPLOAD, EXPORT, RETRIEVE, TRANSFER, OR REMOVE ANY USER CONTENT OR YOUR OUTPUT FROM THE SERVICE; AND (d) YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

CODERABBIT USES ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TO PROVIDE THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE TECHNOLOGY USED BY CODERABBIT TO PROVIDE THE SERVICE IS EXPERIMENTAL, RAPIDLY EVOLVING, AND SUBJECT TO UNEXPECTED OUTPUTS AND RESULTS. THE SERVICES MAY PROVIDE RESULTS THAT CONTAIN ERRORS, OMISSIONS, OR NOT ACCURATELY REFLECT REAL EVENTS, PLACES, PEOPLE, OR FACTS. YOU ACKNOWLEDGE AND AGREE THAT CODERABBIT WILL NOT BE LIABLE FOR ANY MISTAKES, INACCURACIES, OMISSIONS, OR OFFENSIVE MATERIAL IN THE OUTPUTS OR ANY OTHER CONTENT GENERATED BY THE SERVICE. YOU RELY UPON THE OUTPUTS AT YOUR SOLE RISK.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 14 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. CodeRabbit does not disclaim any warranty or other right that CodeRabbit is prohibited from disclaiming under applicable law.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CODERABBIT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, THE INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, INCLUDING ANY MOBILE APPLICATION, WEBSITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE PORTIONS OF THIS LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ERRORS IN PRICING OR AVAILABILITY OF SERVICES AND PRODUCTS, OR DAMAGES THAT MAY RESULT FROM MISREPRESENTATION OF AGE BY A USER OF THE SERVICES. EXCEPT AS PROVIDED IN SECTION 18 AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CODERABBIT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (a) THE AMOUNT YOU HAVE PAID CODERABBIT IN THE LAST SIX (6) MONTHS, OR (b) ONE HUNDRED DOLLARS (\$100).

YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE OR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. INDEMNIFICATION

You agree to indemnify and hold CodeRabbit, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Services, (ii) any violation of these Terms of Service (including negligent or wrongful conduct) by you, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, or (iv) your User Content. In states where the law does not recognize a cap on liability and/or indemnity obligations, you agree to hold harmless CodeRabbit and be fully responsible for any loss, liability and/or legal fees that arise from the violation of the Terms of Service herein.

17. MARKETING

CodeRabbit may publicly refer to Customer as a customer of CodeRabbit, including on CodeRabbit's website and in sales presentations, and may use Customer's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of CodeRabbit's software as a service, including on Customer's website.

CodeRabbit reviews on the open-source projects can be used in the marketing material.

18. DISPUTE RESOLUTION AND ARBITRATION

Generally. Except as described in the Sections titled "Exceptions" and "Opt-Out" below, you and CodeRabbit agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CODERABBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 18 within 30 days after the date that you agree to these Terms by sending a letter to CodeRabbit, Inc., Attention: Legal Department – Arbitration Opt-Out, 1212 Broadway Plaze, Suite 2100, Walnut Creek, CA 94596 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once CodeRabbit receives your Opt-Out Notice, this Section 18 will be void and any action arising out of these Terms will be resolved as set forth in Section 19. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

Arbitrator. This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, “**JAMS Rules**”) as modified by these Terms. The JAMS Rules and filing forms are available online at www.jamsadr.com, by calling the JAMS at +1-800-352-5267 or by contacting CodeRabbit.

Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). CodeRabbit’s address for Notice is: CodeRabbit, Inc., 1212 Broadway Plaza, Suite 2100, Walnut Creek, CA 94596. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or CodeRabbit may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, CodeRabbit will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if CodeRabbit has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the JAMS Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

Arbitration Proceedings. Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in the county (or parish) of your billing address. During the arbitration, the amount of any settlement offer made by you or CodeRabbit must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

Arbitration Relief. Except as provided in the Section titled “No Class Actions”, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an

amount higher than the last written settlement amount offered by CodeRabbit before an arbitrator was selected, CodeRabbit will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

No Class Actions. YOU AND CODERABBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CodeRabbit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. If CodeRabbit makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to CodeRabbit's address for Notice of Arbitration, in which case your account with CodeRabbit will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

Enforceability. If the Section titled "No Class Actions" or the entirety of this Section 18 is found to be unenforceable, or if CodeRabbit receives an Opt-Out Notice from you, then the entirety of this Section 18 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 19 will govern any action arising out of or related to these Terms.

19. GOVERNING LAW

These Terms of Service and any claim arising out of these Terms will be governed by and construed in accordance with the laws of the State of California.

20. SURVIVAL

After this Terms of Service terminates, the terms of this agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. For example, the provisions protecting intellectual property, indemnification, payment of fees, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Terms of Service terminates. Without limiting any other provisions of the Terms of Service, the termination of these Terms for any reason will not release you from any obligations incurred prior to termination of the Terms or that thereafter may accrue in respect of any act or omission prior to such termination.

21. ASSIGNABILITY

You may not assign the Terms of Service, or any of its rights or obligations hereunder, without CodeRabbit's prior written consent in the form of a written instrument signed by a duly authorized representative of CodeRabbit. CodeRabbit may freely assign this Terms of Service without your consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

22. WAIVER AND SEVERABILITY

No waiver by CodeRabbit of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CodeRabbit to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such

provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

23. ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Given the global nature of the Internet, you agree to comply with all local rules, including, without limitation, rules about the Internet, data, email, privacy, copyright and trademark infringement. Additionally, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. The Service is intended for visitors located within the United States. CodeRabbit makes no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

In order to access or use the Website or Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Website or Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services and Website and your license to use the Services will be immediately revoked.

24. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from CodeRabbit or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Services, you give us permission to provide these records to you electronically instead of in paper form.

25. ENTIRE AGREEMENT

This Terms of Service and CodeRabbit's Privacy Policy (available at <https://coderabbit.ai/privacy-policy>) constitute the sole and entire agreement between you and CodeRabbit and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, to the extent they relate in any way to the Services.

26. CONTACT INFORMATION

For questions or concerns related to these Terms, please contact us at: contact@coderabbit.ai

27. MISCELLANEOUS

Communications. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

Modification of the Service. CodeRabbit reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. CodeRabbit will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you upload to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you upload to the Service.

Notice to California Residents. If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.



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