

# Terms of Use

Last updated – 27 June 2025

The following Terms govern the relationship between you and ImageKit Private Limited, or its subsidiary ImageKit Inc (collectively referred to as "ImageKit" or "we" or "us"), and the use of the Service offered by ImageKit.

By creating an account, integrating with our API, or otherwise using ImageKit, its dashboard, SDKs, or other related services (collectively, the "Service", defined in detail later), you agree to be bound by the following Terms of Service. The Service is operated by ImageKit Private Limited. Your specific Contracting Entity from the "ImageKit" group will be determined based on your billing address and/or the specific

agreement you enter into, for example, standard subscription vs. custom enterprise agreement.

These Terms, together with the ImageKit [Privacy Policy](#) and [GDPR Policy](#), constitute the entire agreement between ImageKit and you regarding the Service and supersede any other written or oral agreements concerning the subject matter. Any additional or differing terms contained in a sales agreement, purchase order, vendor registration form, or other document are valid and take precedence over these terms only if expressly agreed to in writing and signed by an authorized representative of ImageKit.

If you do not agree with the Terms, do not use the Service.

## 1. Definitions

- "Customer" / "you": The person or entity that creates an ImageKit account or otherwise uses the Service, either directly or through an authorized distributor or reseller.
- "Contracting Entity": The specific ImageKit legal entity with which you are entering into these Terms. For standard paid or free plan users, your Contracting Entity is ImageKit Inc. For custom enterprise agreements, your Contracting Entity may be ImageKit Private Limited, as specified in your separate agreement.
- "Content": Any image, video, audio, text, data, or other material that you (or your End Users) upload, transmit, or store in the Service and any derivative,

transformed, optimized, cached, or otherwise processed version of such material that the Service generates.

- "End Users": Any individuals who access, view, upload to, download from, or otherwise interact with the Service or Content through your implementation (for example, visitors to your website or app, your employees, contractors, clients, or other authorized users acting under your Account).
- "Uptime": The percentage of time in a calendar month that the core API, media delivery, dashboard, and upload endpoints are accessible and usable, as measured by ImageKit monitoring systems.

## **2. Description of Service**

ImageKit offers comprehensive media management and processing capabilities, including upload, storage, real-time image and video transformations, optimizations, delivery via a global CDN, and a web-based digital asset management (DAM) interface. The exact feature set available to you is based on your current pricing plan.

Features may evolve, be added, or be deprecated over time. Any significant changes to the features will be announced via the dashboard or email, with sufficient notice provided to allow smooth migration in the event of deprecation.

The Service may include optional third-party integrations, plug-ins, or add-ons that enable certain processing, storage, analytics, or delivery functions to be performed by

third-party providers (collectively, "Add-Ons"). Use of any Add-On is entirely at your discretion. If you enable an Add-On, you acknowledge and agree that:

- You may be required to accept separate terms of service and privacy policies with the applicable third-party provider;
- ImageKit will exercise reasonable due diligence in selecting each third-party provider and remains responsible for ensuring that the Add-On meets the security and privacy commitments set out in these Terms and our Privacy Policy; however, except for such security and privacy obligations, ImageKit is not liable for the Add-On's performance, availability, or other acts or omissions of the third-party provider; and
- The identity of each third-party provider and a description of the applicable add-on are listed in the ImageKit documentation, available in our [documentation](#).

### **3. Grant of Right**

Subject to these Terms and your timely payment of applicable fees, ImageKit grants you a worldwide, limited, non-exclusive, revocable, and non-transferable license to use the Service. Except as expressly permitted in these Terms, you may not use the Service for any other purpose.

### **4. Account Registration**

ImageKit offers you the Service once you have registered with ImageKit by providing the requisite information, such as your name, email address, Company name, Company address, phone number, etc. (collectively, the "Account Information").

You acknowledge that you are responsible for maintaining the confidentiality of the Account Information that you have provided to ImageKit.

When you register for and use the Service, you agree that you are involved in the transmission of sensitive and personal information, including but not limited to Account Information. ImageKit agrees to take all necessary steps to secure and maintain the confidentiality of the Account Information you transmit in accordance with applicable data protection laws and industry best practices.

You agree to immediately notify ImageKit of any unauthorized use of your Account by a third party, and you acknowledge that ImageKit will not be liable for any direct or indirect damage caused to you solely as a result of such unauthorized use of Account Information by a third party.

## **5. Fees & Payment**

ImageKit bills monthly in arrears based on your plan's included quota plus any metered overages. Invoices are issued within the first week of each month and are payable as per the due date indicated on the invoice or within 30 days if no due date is specified on the invoice.

Late payments may result in suspension of the Service. All fees are exclusive of applicable taxes.

You may request a refund for charges billed within the preceding thirty (30) calendar days by emailing [support@imagekit.io](mailto:support@imagekit.io) from your registered account address and including (i) the relevant invoice number and (ii) a brief description of the issue. Refunds are granted only for (a) duplicate charges or (b) demonstrable billing-system errors that caused you to be over-charged. Approved refunds will be credited to the original payment method or, at ImageKit's discretion, applied as an account credit within ten (10) business days. All other charges are non-refundable.

## **6. Service Level Commitment (SLA) and Availability**

We guarantee a 99.9% Uptime SLA in each calendar month. If Uptime falls below this threshold, you are eligible for a service credit equal to 10% of that month's bill, which will be applied to the next invoice.

Credits do not apply to downtime caused by:

- Factors outside ImageKit's reasonable control (including but not limited to, force majeure, Internet backbone issues, network issues outside of ImageKit's control);
- Scheduled maintenance notified at least 72 hours in advance;

- Your misuse of the Service, trial accounts, or suspension in accordance with these Terms.

## 7. Confidentiality

**a. Definition:** "Confidential Information" means any information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") that is identified as confidential or proprietary (whether in writing, orally, or by the circumstances of disclosure) or that a reasonable person should understand to be confidential given its nature. Confidential Information does not include information that (i) becomes publicly available through no breach of this Section; (ii) was rightfully known to the Receiving Party without restriction before disclosure; or (iii) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is lawfully provided to the Receiving Party by a third party without confidentiality obligations.

**b. Obligations:** Each of ImageKit and Customer will maintain the strict confidentiality of the other's Confidential Information and will not use or disclose it except as necessary to provide or receive the Service or with the other party's prior written consent. Each party will protect the other's Confidential Information with the same degree of care it uses for its own confidential information of like importance, but in no event less than reasonable care. Access will be limited to employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations no less protective than those in Section 8.

**c. Deletion or Return:** Upon termination or expiration of these Terms, each party will use commercially reasonable efforts to delete or return all copies of the other party's Confidential Information in its possession or control, except that each party may retain copies as required for legitimate business, accounting, record-keeping, or legal purposes.

**d. Compelled Disclosure:** If the Receiving Party is required by law, regulation, subpoena, or court order to disclose Confidential Information, it will, to the extent legally permitted, give the Disclosing Party prompt written notice and will disclose only the portion of Confidential Information that is legally required while using reasonable efforts to obtain confidential treatment for such information.

**e. Survival:** The obligations in this Section 8 survive for three (3) years following termination of these Terms or the termination of your use of the Service; however, trade secrets will remain protected for as long as they qualify as trade secrets under applicable law.

## **8. Security & Trust**

ImageKit maintains administrative, technical, and physical safeguards designed to protect the security, integrity, and confidentiality of the Service and your Content, as detailed in our [Security & Trust](#) page. These measures include, but are not limited to, ISO 27001-certified information security management, multi-factor authentication,



role-based access controls, secure software development practices, vulnerability management, and 24/7 monitoring.

As part of this program, ImageKit conducts risk-based vendor assessments before engaging any third-party service provider that may access or process Customer data. It enters into agreements requiring them to implement security and privacy safeguards that are no less protective than those set out in these Terms.

In case of any confirmed security or data incident impacting your Content, we will notify you within 48 hours of becoming aware of such an incident using one or more of the following channels: email to your registered account address, a banner, or notice on the ImageKit dashboard or website, or an update on our [public status page](#).

## **9. Acceptable Use Policy**

You, and anyone acting on your behalf and your End Users, must not use the Service to:

- Break any law or regulation, infringe intellectual property rights, or violate privacy;
- Upload or distribute Content that is illegal, harmful, exploitative of minors, hateful, defamatory, obscene, or otherwise objectionable;
- Send malware, spam, phishing, or perform denial-of-service attacks;
- Attempt to probe, scan, or breach any ImageKit security or authentication measures;

- Excessively burden the Service or circumvent plan limits by opening multiple accounts;
- Build a competing product or Service.

ImageKit is under no obligation to monitor your activities or Content; however, we reserve the right to systematically screen, review, or monitor any Content uploaded to or transmitted through the Service solely to verify compliance with this Acceptable Use Policy and these Terms.

We may, without refund, temporarily or permanently deny, limit, suspend, or terminate your Account (and any other ImageKit accounts you own or control), prohibit your access to the Service, remove or block offending Content, and take any technical or legal measures necessary to keep you off the Service if, in our sole discretion, we determine that you:

- have abused your rights to use the Service;
- have breached these Terms (including this Acceptable Use Policy);
- have violated any applicable law, rule, or regulation; or
- have engaged in any act or omission that is harmful or likely to be harmful to ImageKit, the Service, other customers, or any third party.

You can appeal against such a suspension by contacting the Grievance officer on the contact details provided at the end of these Terms.

## 10. Intellectual Property

**a. Customer Content Ownership:** You retain all rights, titles, and interests in and to your Content, and ImageKit does not claim any ownership in it.

**b. License to ImageKit:** You grant ImageKit the limited, non-exclusive, worldwide, royalty-free right to host, process, transform, transmit, cache, reproduce, and display the Content solely to provide, secure, and improve the Service.

**c. Customer Representations:** You represent and warrant that you have, and will maintain, all necessary rights, licenses, consents, and permissions to upload, store, transform, and deliver the Content through the Service and that your Content and your use of the Service will not infringe, misappropriate, or violate any third party intellectual property or other rights, applicable law, or these Terms.

**d. ImageKit Property:** Except for your Content, all intellectual property rights in the Service, including but not limited to the software, documentation, website, dashboard, and trademarks, are and shall remain the sole property of ImageKit Private Limited or its licensors. No rights are granted except as expressly provided in these Terms.

## 11. Mutual Indemnification

**a. Your indemnity:** You will defend, indemnify, and hold harmless ImageKit and its affiliates, officers, directors, employees, and agents from and against any third-party claim, demand, suit, or proceeding (a "Claim") arising out of or related to (i) your

Content; (ii) your breach of these Terms or violation of law; or (iii) use of the Service by you or your End Users in violation of the Acceptable Use section.

**b. Our IP indemnity:** We will defend and indemnify you against any Claim alleging that the unmodified Service, when used in accordance with these Terms, directly infringes any patent, copyright, trademark, or trade secret of a third party. If such a Claim is asserted, we may, at our sole option and expense: (1) procure for you the right to continue using the Service; (2) replace or modify the Service so that it becomes non-infringing and materially equivalent; or (3) terminate the affected Service and refund any prepaid, unused fees. Our obligations do not apply to Claims resulting from (A) your Content or technology, (B) a combination of the Service with items not supplied by ImageKit, (C) your modification of the Service, or (D) use after we notify you to stop.

**c. Procedure:** The indemnified party must (i) promptly provide written notice of the Claim, (ii) allow the indemnifying party sole control of the defense and settlement (provided the settlement unconditionally releases the indemnified party and does not admit fault), and (iii) give reasonable assistance at the indemnifying party's expense. The remedies in Section 12 are each party's exclusive remedies for the Claims described above.

## **12. Warranties and Limitation of Liability**

**a. Warranties:** Each party represents that it has the legal power and authority to enter into these Terms. ImageKit warrants that it will provide the Service in material conformity with the SLA and with reasonable skill and care.

**b. Cap on Liability:** SUBJECT TO SECTION 12(d), EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO IMAGEKIT FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

**c. Exclusions:** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. THE LIMITATIONS IN SECTION 12(c) WILL NOT APPLY TO (1) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11; (2) YOUR OBLIGATION TO PAY FEES.

**d. Limitation Period:** Except where a more extended period is required by applicable law, any cause of action or claim arising out of or relating to the Service or these Terms must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

## **13. Term & Termination**

**a. Term:** These Terms commence on the earlier of (i) the date you first accept them or (ii) the date you first use the Service and continue until terminated by this section.

**b. Your Right to Terminate:** You may terminate your Account and these Terms at any time through the ImageKit dashboard or by emailing [support@imagekit.io](mailto:support@imagekit.io). Termination is effective at the end of your then-current billing period, and you remain responsible for all fees incurred up to that date.

**c. Suspension or Termination by ImageKit:** We may suspend or terminate the Service or your Account, in whole or in part, immediately upon notice if: (i) you materially breach these Terms (including non-payment) and fail to cure such breach within seven (7) days after notice; (ii) your use of the Service poses a security or legal risk to ImageKit or any third party; (iii) we are required to do so by law or by a governmental authority; or (iv) we elect to discontinue the Service in its entirety upon thirty (30) days prior notice (in which case we will refund any prepaid, unused fees).

**d. Effect of Termination:** Upon expiration or termination of these Terms: (i) your license to use the Service ceases immediately; (ii) all outstanding fees become due and payable; (iii) we will make your stored Content available for download for thirty (30) days at no additional cost, after which we may delete it; and (iv) Sections 7 (Confidentiality), 8 (Security & Trust), with respect to incident obligations that occurred pre-termination, 10 (Intellectual Property), 11 (Indemnification), 12 (Warranties; Disclaimers; Limitation of Liability), and 14 (Modifications) will survive.

**e. Data Export Assistance:** During the thirty-day post-termination period, you may export your Content using our standard tools and APIs. Additional cooperation or custom export requests may incur professional services fees.

## **14. Modifications**

We review these terms at least once a year. We may update these Terms from time to time. When material changes are made, we will revise the "Last updated" date at the top of this document and, if required or appropriate, provide additional notice, such as posting a prominent statement on the ImageKit dashboard or website or sending an email alert. We encourage you to review these Terms periodically to remain informed of our current requirements and your obligations. Your continued use of the Service after any modification constitutes acceptance of the revised Terms. If you do not agree to the updated Terms, you must discontinue use of the Service.

## **15. Force Majeure**

Neither party will be liable for any delay or failure to perform its obligations under these Terms (except payment obligations) if and to the extent the delay or failure is caused by events that are beyond its reasonable control, including acts of God, natural disasters, epidemic or pandemic, war, terrorism, civil or military disturbances, sabotage, labor disputes, government action, embargoes, power or Internet outages, or failures of third-party hosting or network providers (each, a "Force Majeure Event"). The affected party will: (a) promptly notify the other party of the Force Majeure Event; (b) use

commercially reasonable efforts to mitigate its effects; and (c) resume performance promptly when the event concludes. Obligations not performed because of a Force Majeure Event will be excused for the duration of the event and for a reasonable recovery period thereafter.

## **16. Grievance Officer & Contact**

For questions, complaints, or to reach ImageKit's designated Grievance Officer under the Information Technology Act, 2000 and applicable rules, please email [admin@imagekit.io](mailto:admin@imagekit.io), use the contact form on our website, or write to the postal address provided on the ImageKit website.

## **17. Governing Law & Dispute Resolution**

These Terms are governed by the laws of the Republic of India. Any dispute will be resolved by arbitration seated in New Delhi under the Arbitration and Conciliation Act, 1996. Courts of New Delhi have exclusive jurisdiction for interim relief. The Contracting Entity is the specific party subject to this Governing Law and Dispute Resolution clause.



# Free until you're ready to upgrade to the Pro plan

[Get Started For Free](#)

[Talk To Us](#)

## Image And Video API

[Image API](#)

[Video API](#)

[Web Performance Optimization](#)

[Overlays and Personalization](#)

[Use with your CDN & Storage](#)

[Video Streaming](#)

## DAM Use Cases

[Centralized DAM](#)

[Cross-Team Collaboration](#)

[Headless DAM](#)

[DAM for Nonprofits](#)

[DAM integrations](#)

## Compare

[ImageKit vs Cloudinary](#)

[ImageKit vs Imgix](#)

[ImageKit vs Sirv](#)

[ImageKit vs ImageEngine](#)

[ImageKit vs Bynder](#)

[ImageKit vs BrandFolder](#)

[View More](#)

## Resources

[Pricing](#)

[Customers](#)

[Blogs](#)

[Documentation](#)

[Become a Partner](#)

[Startup Program](#)

[Format converter tool](#)

[Free media hosting](#)

[Free background remover](#)

