

Terms and Conditions

Please read these terms and conditions carefully. By using this site, you are accepting these. If you do not agree to these terms of use, please refrain from accessing or using this website.

Notice to parents and guardians: by granting your child permission to use this site you agree to these terms and conditions. You are responsible for monitoring and supervising your child's access to the site and use of services. If your child is accessing the site and using services and does not have your permission, please contact us immediately to disable his or her access. If you have question about whether the service is appropriate for your child please contact us at support@arduino.cc

The use of the Arduino platform and services available on or form or through this website is subject to these terms and conditions ("Agreement") that are a legal and binding document for the user ("User").

1. Arduino Services

1.1 Arduino.cc ("Site") is a platform developed and managed by Arduino S.r.l. ("Arduino") which allows Users to take part in the discussions on: the Arduino forum, the Arduino blog, the Arduino User Group, the Arduino Discord channel, and Arduino Project Hub, and to access to: the Arduino Day website, to Arduino Cloud (including the web editor, IoT Cloud, Device Manager for Linux), Arduino Classroom, Arduino EDU kit sites, Arduino Fundamentals, to release works within the Contributor License Agreement program and to make donations for the purpose of further developing the open source Arduino ("Platform"). The use of the Platform and Services is governed by this Agreement including the other documents and policies available on the Platform (which are the Privacy Policy and the General Sales Conditions of Arduino).

1.2 By accepting this Agreement, the User can use the services accessible through the Platform, specified under section 1.1 ("Services").

1.3 The use of the Site does not require the mandatory activation of an account, however, the use of the Services requires the activation of a personal and unique User account ("Account").

1.4 In order to use some of the Platform functionalities, it is necessary to create an Account and to purchase a service available for a charge ("Premium Services"). Premium Services are products that the User can Purchase on the on-line shop of Arduino.

2. User's Account

2.1 If User creates an Account, a unique username and password will be associated ("Account Credentials").

2.2 The User is required to adopt whatever measures are necessary to ensure that the Account Credentials are subject to the utmost confidentiality and the User accepts liability for any loss or damage to Arduino and/or to third parties as a result of failure to comply with the aforementioned confidentiality obligation. The User undertakes not to disclose the Account Credentials and the information accessible through the same and undertakes not to allow access to the Platform, the Services and the Premium Services to others through the use of his or her Account Credentials or in any manner through his or her Account. If User becomes aware of unauthorized access to his/her Account, he/she must change password and notify us immediately at privacy@arduino.cc

2.3 The User is required to provide Arduino with real, accurate information when creating the Account (and whenever they update their data) and, in order to guarantee Account security, undertakes:

1. not to provide false information;
2. not to create false or duplicate Accounts;
3. to update their personal information whenever requested in order to comply with the provisions of this Agreement;
4. not to share or transfer the Account Credentials;
5. not to adopt as the Username or ID for his or her Account any names which breach the law or third-party rights (in such eventuality Arduino shall be entitled to suspend the registration or the Account until such time as the critical aspect arising with regard to the aforementioned name is resolved).

2.4 If User does not verify the Account, by clicking the confirmation link sent by email during the registration process, the relevant Account will be deleted after one month of registration request.

3. User's duties

3.1 The User acknowledges that the use of the Services and Premium Services in accordance with the Agreement is essential for the correct operating of the Platform and for the use of the Services by the other Users. Hence, when creating, modifying and publishing contents, including but not limited to softwares or libraries (hereinafter "Contents"), the User must comply with the provisions of this Agreement, with the procedures and schemes of the open-source license adopted by Arduino community and with the applicable legal provisions, abiding by principles of good faith, truthfulness and fairness in dealings with the other Users.

3.2 The User will use the Platform in accordance with this Agreement and for purposes of using the Services and the Premium Services. Specifically, the User undertakes not to:

1. transfer or resell the Services, the Premium Services or his or her right to use the Platform to others;
2. tamper with or operate on the Platform hardware without Arduino's intervention and authorisation;
3. use the Site, the Services or the Premium Services if the Account have been temporarily or permanently suspended;
4. use the Platform to create or incorporate other datasets correlated to Arduino to be used for a service which is similar or identical to the Service or Premium Services;
5. provide Arduino with data which is false, inexact, misleading or which gives rise to adverse consequences for third parties;
6. transfer the Account or communicate the Account Credentials to third parties without Arduino's prior written consent;
7. spread viruses, malwares or any other technology designed to harm the Platform, the Site, the other Users' devices, to breach Arduino's rights or the rights of other Users, to compromise the proper implementation of the schemes of the open source license used by Arduino community, or in any way to hinder or disturb the use of the Services or the Premium Services by other Users;
8. copy, modify or disseminate the content of the Platform, Services, Premium Services or proprietary information belonging to Arduino and/or others (without prejudice to what provided for by the terms of the open source licenses applicable to the softwares, if they are accessible through the Platform);
9. use any mechanism, software or procedure which may interfere with the proper operations of the Platform;
10. circumvent instruments prepared by Arduino to ensure the security of the Platform and prevent intrusions or access by unsolicited automated users (by way of example, robots, spam, spiders);

11. upload to the Platform or in any way communicate or send through the Platform to other Users content (text or graphic content or any other type) which is offensive, vulgar, violent, false, harmful to Arduino's image or contrary to law, or in breach of third parties' rights or of the open source licenses used by Arduino community;
12. copy, download, duplicate, distribute, disseminate or in any way use – including partially – images, distinctive marks, text and content belonging to Arduino or in any way found on the Platform;
13. export any information outside the Platform, aside from those cases expressly governed by this Agreement and without prejudice to the rights granted by the open source licenses used by the Arduino community.

3.3 If Arduino believes, in its sole discretion, that the User has put in place behavior(s) that may generate technical problems or legal responsibilities or that are in breach of the provisions of the Agreement, Arduino may, without prejudice to other remedies, limit, suspend or interrupt the availability of Services, Premium Services and/or the Account, and take technical and legal measures - including removing illegal content - in order to prevent the User using the Services and Premium Services or contrary to law or licensing agreements that the User is required to comply with.

3.4 In order to maintain the Platform functionality at optimal and safe levels, User can report technical issues using the following Contact Form
<https://www.arduino.cc/en/contact-us/>.

3.5 The User undertakes to indemnify and hold harmless Arduino as well as its directors, employees, managers, agents and any Arduino subsidiary and /or parent company, from any prejudice resulting from the breach, by the User, of the terms and conditions of this Agreement.

4. Use of the Services and Premium Services

4.1 Arduino will Platform remains active and to render it accessible through the Site, by providing technical assistance in order to resolve problems relating to the use of the Account due to Platform problems attributable to Arduino, through the Contact Form <https://www.arduino.cc/en/contact-us/>. Given the characteristics of the Services and the Premium Services, the User acknowledges that Arduino will not be accountable for problems in accessing the Platform due to causes which are not directly connected to Arduino's activities or for which it is responsible and, specifically:

1. problems relating to connectivity and continuity of Internet traffic available to the User;
2. problems relating to the User's IT systems;
3. problems relating to the terminals used by the User, including malfunctioning of devices used by the User and including cases in which these devices (such as smartphones, tablets, computers) are not compatible or fast enough to allow use of the Services;
4. interruption of access to the User's Internet network;
5. non-compatibility between the User's mobile device or browser and the Platform;
6. any other event which may compromise the User's access to the Services, the Premium Services or the Platform (and in any case use of same) which is not caused by Arduino

4.2 Furthermore, when using Arduino Cloud Services, User is responsible to read, acknowledge and adopt the Shared Responsibility Model explained here <https://www.arduino.cc/en/shared-responsibilities>.

4.3 Access to and use of the Services is at User own risk. User understands and agrees that the Service is provided on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, ARDUINO DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Arduino makes no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any opinions expressed on the Platform and/or via the Service; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or Platform or any Content; (iv) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service; (iv) whether the Service will meet requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Arduino or through the Service, will create any warranty not expressly made herein. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARDUINO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) USER ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES;

(iii) ANY CONTENT OBTAINED FROM THE SERVICE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF USER TRANSMISSIONS OR CONTENT. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT ARDUINO HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. To the extent any disclaimer or limitation of liability above does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which User first used the Service, and no warranties shall apply after such period.

4.4 When a Premium Service requires or includes downloadable software, the latter may be automatically updated on the User's device should a new version or function be available, or it may require manual update by User. The User shall ensure that the software is always updated. It being understood that in the event of Arduino software and/or app downloaded from the Site or through link to app stores managed by third parties, the use of said software and/or app may be subject to specific licensing agreement and/or terms of use.

4.5 The Platform and Services may display and/or refer, from time to time, to links to other websites that are not owned, managed or controlled by Arduino. Arduino: (i) has no control over and does not endorse or take responsibility for the content, privacy policies, or practices of any such websites, (ii) is not responsible for the availability of such websites and does not endorse any advertising, products or other materials on or available on said websites; and (iii) will not be liable in any way for any loss or damage which User may suffer by using and visiting such websites. If User decides to access linked websites, it does so at its own risk and Arduino encourages User to read the terms and conditions and privacy policy of each other website that User visits.

5. Publishing Content and Moderation

5.1 The User grants to Arduino the non-exclusive, unlimited, transferable, sub-licensable and irrevocable right to use the Content published and/or updated on the Platform as well as to reproduce, modify, adapt, translate, distribute, publish and create derived works, make publicly visible the Content throughout the world using any means and for any purpose and to use the username or the nickname specified in relation to the Content. Should the Content be a software created by the User pursuant to the Contributor License Agreement, such Content shall be subject to the terms of the Contributor License Agreement.

5.2 The User is liable for the Content published on Platform and/or provided to Arduino and undertakes not to publish, upload or otherwise make available to the public through the Platform Content that:

1. is false, illegal, misleading, defamatory, slanderous, intimidating, offensive or in any other way contrary to law and public morality;
2. offends Users, Arduino or the online community;
3. may constitute, encourage, promote or incite unlawful conduct;
4. are in breach, at Arduino sole discretion, of patents, trademarks, trade secrets, copyright (meaning also licenses or license schemes, open source, GPL, Creative Commons or other standards used by Arduino community) or any other intellectual or industrial property rights;
5. constitutes promotions or trade communications;
6. at the sole discretion of Arduino, is in any other manner questionable or unconnected to the subject matter of the interactive areas in which the Content is published

5.3 The User represents and acknowledges to release any publication, use, modification, deletion and usage of the Content by Arduino and/or its successors and assignees and waives all complaints or claims in respect of the Content (without prejudice to the terms of the Contributor License Agreement).

6. Copyright Policy

6.1 Arduino respects third parties' intellectual property rights and expects Users to do the same. Arduino will respond to notices of alleged copyright infringement that comply with applicable law and are properly. If you believe that copyright on work has been infringed by a User, please provide us (at trademark@arduino.cc) with the following information:

(i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

7. Industrial and Intellectual Property

7.1 The User acknowledges that:

1. the industrial property rights to the trademarks viewable on the Platform – specifically the trademarks Arduino – as well as the domain names inclusive of the sign "Arduino" are exclusive property of Arduino;
2. Arduino has exclusive title to the intellectual and industrial property rights in respect of the Platform, the software and the databases connected to the Platform, the Site, the text, artwork, layout and the look and feel of the Platform and the Site (with the exception for the content released or anyway made available pursuant to public license agreements, open source, GPL, LGPL, creative commons or other non-proprietary license framework customarily used by Arduino community);
3. Arduino has exclusive title to the Arduino project, the related know-how and all technical and trade information relating to it;

and the User undertakes not to infringe or negatively affect these rights.

7.2 The User represents to be the owner of each and any exploitation rights required to lawfully publish Content on the Platform and undertakes not to publish Content on the Platform of any type the use of which on the Platform might constitute an infringement of third parties' intellectual or industrial property rights (meaning also the breach of the terms of the public license agreements, open source, GPL, LGPL, creative commons or other non-proprietary license schemes normally used by Arduino community). For information on how to acquire authorisation to use the Content of the Platform, User can send an email to Arduino using the Contact Form

<https://www.arduino.cc/en/contact-us/>.

7.3 In cases where it is possible for the User to download Arduino softwares from the Site or from the app stores managed by third parties, this software shall be licensed to the User in accordance with the licensing agreement from time to time published on the Site or on the App.

7.4 All the contents of the Site, including but not limited to texts, artwork, images, audio material, video, as well as domain names, taglines, organization and user look and feel interface are protected by laws governing intellectual and industrial property rights and are reserved to Arduino or third parties that have licensed those to Arduino. Should the Site allow the downloading of specific contents, to the download of a copy shall be only

on one computer device, for personal domestic and not commercial use as well as the User shall:

1. not remove or alter ownership or copyright notices in the downloaded content
2. not sell or modify the content, neither reproduce, view, publicly use, distribute or utilise same in any other manner for public or commercial purposes without Arduino prior written authorisation
3. not use the downloaded content in such a manner as to suggest any association with Arduino products, services or trademarks.

It is further prohibited to copy (being known as "mirror") any Site contents to any other server. The use of the Site contents on other websites or on networked computers for any purpose is prohibited without Arduino written authorization. The above without prejudice to the use of the software obtained pursuant to public license agreements, open source, GPL, LGPL, creative commons or other non-proprietary license framework customarily used by Arduino community.

7.5 The trademarks, logos and service marks ("Marks") viewed on the Site are Arduino property or can be third-party property. All rights are reserved, and any use is subject to written authorization of the relevant right holder. For information and request of Arduino Marks use:

- <https://www.arduino.cc/en/trademark>
- email: trademark@arduino.cc.

8. Term –Termination of the Agreement and Cancellation of the Account

8.1 This Agreement is open-ended and shall cease to be effective in those cases of termination contemplated below, in the event of closure of the Account and cessation of Arduino's activity on the Platform.

8.2 The User is entitled to cancel its Account once logged-in by following the relevant cancellation procedure that will be confirmed by email. Arduino shall cancel the Account within 7 working days from the completion of such procedure.

8.3 Should the User be inactive for 24 months, Arduino shall be entitled to close the Account.

8.4 Arduino shall be further entitled to cancel the Account in the event of relevant User breaches obligations set forth in this Agreement, without prejudice to any other remedy provided by law or this Agreement.

8.5 In the event of cancellation or closure whatsoever of the Account, all data related to the Account will be deleted and comments and posts in Forum, if any, will be anonymized by deleting all personal data that could identify the relevant User.

9. Changes to the Agreement

9.1 Arduino reserves the right to modify the Agreement by publishing the new version on the Platform. Unless otherwise specified, all the new terms of use of the Agreement shall be automatically effective 10 (ten) days after the date of publication on the Platform.

10. Assignment of the Agreement

10.1 Arduino may assign this Agreement, in whole or part, to any affiliate or parent company .

11. Privacy and protection of personal data

11.1 The User's personal data shall be processed in accordance with the privacy policy statement available at <https://www.arduino.cc/en/Main/PrivacyPolicy>.

12. Miscellaneous

12.1 This Agreement shall be governed and construed in accordance with laws of Italy, without regard to principles of conflicts of law.

12.2 Headings are for convenience only and shall not be used to construe the Agreement. If any term of this Agreement is found invalid or unenforceable by any Court of competent jurisdiction, that term will be severed from this Agreement.

12.3 No failure or delay by Arduino in exercising any right hereunder will waive any further exercise of such right. Arduino's rights and remedies hereunder are cumulative and not exclusive.

Last revision December 18th, 2023

