

Cloudinary Terms of Use

Welcome to Cloudinary, a cloud-based image management solution (the “**Services**”, as more fully described below). The Service is owned and operated by Cloudinary Ltd. and these Terms of Use will govern the relationship between you and Cloudinary Ltd., or the Cloudinary Ltd. subsidiary from which you are acquiring (directly or through an authorized distributor or reseller) the Services, as applicable (“**Cloudinary**”).

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS (THE “**TERMS**” OR “**TERMS OF USE**”), BECAUSE THEY, ALONG WITH OUR PRIVACY POLICY AND OUR DMCA COPYRIGHT POLICY, CONSTITUTE A BINDING AGREEMENT BETWEEN YOU, THE INDIVIDUAL OR THE ENTITY ACCESSING OR USING THE SERVICE, AND CLOUDINARY. BY ACCESSING THE SERVICE OR BY USING IT IN ANY MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

From time to time, Cloudinary may change the Terms to meet technical, operational and legal requirements. Cloudinary will post a notice about changes made to the Terms on Cloudinary’s website, and may send you a notice by email. You may choose by written notice to Cloudinary to reject the amended Terms if the amendments adversely change your rights and if Cloudinary does not agree that such amended terms will not apply to you, terminate your account. By continuing to use your account with the Service after the new changes have taken effect, you indicate your agreement to the amended Terms.

1. About the Services

The Services consist of an online image and video management platform and offer a feature-rich solution for websites’ and applications’ use of images and videos.

From time to time, Cloudinary may modify or enhance the Services, and may offer additional tools and features, free-of-charge or subject to additional fees. The additional tools and features may be governed by additional or different terms of service.

From time to time, Cloudinary may offer its customers to subscribe to third party add-ons that integrate with, or complement, the Services, such as those add-ons published on <https://cloudinary.com/addons> (<https://cloudinary.com/addons>). Such third party add-ons are owned and operated by the applicable third parties, may be subject to separate terms of service and privacy policies of such third parties, and Cloudinary shall not be responsible or liable for such add-ons. You acknowledge that you have the right, at your discretion, to elect whether or not to use any add-ons.

To learn more about and to make the most of the Services, their various features, capabilities and their functional specifications, you can access Cloudinary's documentation, available at <https://cloudinary.com/documentation> (<https://cloudinary.com/documentation>).

2. Grant of Right

Subject to these Terms and to the payment of fees, if applicable, Cloudinary grants you a worldwide, limited, non-exclusive, revocable, non-transferable, non-sublicensable right to use the Services solely for your business purposes for websites and mobile applications, owned or operated by you, and not for further commercialization or resale. Except as explicitly provided in these Terms, you may not use the Services for any other purpose.

3. User Account

When you register, Cloudinary will ask you to provide certain contact and personal details. Cloudinary will explicitly indicate the fields that are mandatory to complete. False, incorrect, or outdated information, such as an invalid email address, may prevent you from registering and impair Cloudinary's ability to provide you with the Services.

To login, you must provide your email address and password. Cloudinary may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing the Services. You will maintain your login details in absolute confidentiality. Make sure that you change your password at least once every six months. You will immediately notify Cloudinary of any potential or actual misuse, unauthorized use, of your account.

If your subscription terms expressly allow for termination at will, you may terminate your account through your account page, or by contacting Cloudinary via email at: <https://cloudinary.com/contact> (<https://cloudinary.com/contact>). If your subscription is based on a renewable fixed period, you may elect not to renew your subscription by sending Cloudinary the applicable prior notice. Cloudinary may require you to verify your identity by

sending Cloudinary additional information, as a condition for terminating your account. Following the termination of your account, you may no longer be able to access the Services. You are not entitled to refund upon termination of these Terms.

Notwithstanding any remedies that may be available to Cloudinary under any applicable law, Cloudinary may temporarily or permanently deny, limit, suspend, or terminate your user account, prohibit you from accessing the Services, remove your content and take technical and legal measures to keep you off the Services without refund, if Cloudinary determines in its sole discretion that you: (i) abused your rights to use the Services; (ii) breached the Terms; (iii) violated any applicable law, rule, or regulation; and/or (iv) performed any act or omission which is harmful or likely to be harmful to us, or any other third party, including other users or providers of the Services.

4. Acceptable Use of the Services

When using the Services, you will abide by the applicable laws, rules and regulations, [Cloudinary Acceptable Use Policy \(https://cloudinary.com/trust/aup\)](https://cloudinary.com/trust/aup) and by any usage guidelines Cloudinary may convey to you from time to time.

You may not access or use the Services for any illegal or abusive purposes, or to develop or create a similar or competitive product or service to the Services. You will be responsible for all acts and omissions associated with your access and use of the Services and the access and use of the Services by employees, agents, contractors, end-users and any other third party who may access or use the Services on your behalf, or at your permission ("**Authorized Users**"). Any use of your account is subject to your sole responsibility.

You can use your account for, and may allow your Authorized Users to, upload, store, administrate, edit, deliver, make available and distribute content ("**Contributed Content**") on your website and applications, subject to any content upload technical and safety guidelines and limitations which will be conveyed to you through your account dashboard, and amended from time to time. Cloudinary may, but is under no duty to, review all Contributed Content and remove or block access to such content, as more fully described below.

Without derogating from any provisions under Cloudinary Acceptable Use Policy, you will not, and be responsible that your Authorized Users will not, access and use the Services (including as to upload or transmit any Contributed Content) for any illegal, harmful, fraudulent, offensive purpose or to transmit, store, display, distribute or otherwise make available content that is infringing upon any third party rights, illegal, harmful, supportive of or promoting violence or violent extremism, advocating hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment, indecent, obscene, defamatory, libelous, harassing, threatening, fraudulent, offensive, enables online gambling or inconsistent with the generally accepted practices of the Internet community, including without limitation promoting or facilitating pornography, offering or

disseminating fraudulent goods, services, schemes, or promotions, spamming, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming, and use of content or technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms or time bombs.

5. Privacy and Data Protection

Cloudinary provides the Services subject to Cloudinary's Privacy Policy and data protection rules, located at <https://cloudinary.com/privacy> (<https://cloudinary.com/privacy>). Please review and familiarize yourself with our Privacy Policy.

6. Content Removal

Cloudinary respects the copyrights of its users and any other person. If you believe that your copyrights are abused on the Services, please send us a written notification in accordance with the provisions specified at: <https://cloudinary.com/dmca> (<https://cloudinary.com/dmca>) ("**DMCA Notice**"). Cloudinary will act in accordance with the [Cloudinary DMCA Copyright Policy](https://cloudinary.com/dmca) (<https://cloudinary.com/dmca>) in any Contributed Content that is alleged to infringe the copyright of any third party.

Cloudinary may report any Contributed Content and share user identifiable information, if Cloudinary believes, in its sole discretion, that such content is illegal or abusive or may violate any third party rights.

If you believe that any of your rights, other than copyrights, are abused on the Services, please contact Cloudinary at: <https://cloudinary.com/contact> (<https://cloudinary.com/contact>). Cloudinary may ask you to provide additional information to process your complaint. Cloudinary will make reasonable efforts to review your complaint and respond promptly. Note that Cloudinary's ability to respond to anonymous complaints is very limited.

Cloudinary may remove any Contributed Content if Cloudinary believes, in its sole discretion, or receives a notice, other than a DMCA Notice, from a third party, that such content may violate any third party rights. Prior to removing the said content, Cloudinary will block access to it and provide you a 48 hours prior notice before final removal of said content without maintaining any backup copy.

7. Service Fees

Cloudinary offers some of its plans free of charge.

Cloudinary also offers fee-based plans. You may use them subject to purchasing one of the Service's plans, as listed in Cloudinary's website at: <https://cloudinary.com/pricing> (<https://cloudinary.com/pricing>). From time to time, Cloudinary may change the Services fees,

upon reasonable prior notice that Cloudinary will post on its website or send you by email.

You may pay the fees by using the methods of payments as available, published and updated from time to time on the Services. Fees will be regarded as paid only after your payment has been confirmed. The Services will be available to you promptly after you have paid the Service fees. You acknowledge that fees are not refundable.

Payments will include applicable taxes and you are responsible for all taxes, including sales tax where applicable. You will pay all fees and taxes in a timely manner and in compliance with Cloudinary's pricing schedule and you will reimburse Cloudinary for any interest and collection costs resulting from overdue payments. All invoices will be sent digitally.

Cloudinary will make its best efforts to have a transaction processed accurately and expeditiously and reimburse you for any excess payment that you were mistakenly charged with. However, Cloudinary will not be liable for mistakes, errors, malfunctions and miscalculations made by the payment service providers.

Upon failure to make any payment, and following a seven (7) days prior notice of due payments sent to you, Cloudinary may remove, disable or terminate your account. You waive any and all claims against Cloudinary and anyone on Cloudinary's behalf in connection therewith. If an invoiced amount is not received by Cloudinary by its due date, then, without derogating from any other remedies available to it, Cloudinary may charge a late payment interest at a rate of 1.5% of the unpaid amount per month, or, if lower, the maximum rate permitted by applicable law, and shall be entitled to reasonable expenses incurred (including reasonable attorneys' fees) in connection with the collection of an overdue payment.

If you acquire our Services from an authorized distributor or reseller and not directly from us, your fee obligations will be instead to such distributor or reseller, in which case we will provide you with the Services subject to: (i) your compliance with such fee obligations towards such distributor or reseller, (ii) your agreement with such distributor or reseller being in effect, and (iii) such distributor or reseller being in compliance with its obligations to us. Unless agreed by us separately and directly in writing towards you or such distributor or reseller, none of the terms of any agreement that you may have with such distributor or reseller will derogate from our rights and your obligations under these Terms.

8. Service Level Agreement (SLA)

Cloudinary strives for a 100% Uptime. "Uptime" means the percentage of time in a subscription month that Cloudinary's management console and Cloudinary's API services are available for access, as measured by Cloudinary.

Information about our support plans can be found here: <https://cloudinary.com/pricing/support-plans> (<https://cloudinary.com/pricing/support-plans>). Cloudinary's support SLA is your sole and exclusive remedy for any failure by

Cloudinary to provide the Services.

9. Intellectual Property

As between you and Cloudinary, and to the extent permitted by applicable law, you own and retain all rights in any Contributed Content. You acknowledge that you are responsible to make sure you have all sufficient copyrights and Intellectual Property rights to the Contributed Content, including for ensuring that it does not violate any third party's rights, applicable law or these Terms.

Except for your Contributed Content, all rights, title and interest in and to the Services, including any intellectual property rights, whether registered or not, and any goodwill associated therewith, are owned by, or licensed to Cloudinary Ltd. Unless as expressly provided herein, these Terms do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions or licenses with respect to the Services and you may not use the Services for any other purpose without Cloudinary's prior, express written authorization.

Cloudinary does not claim ownership over Contributed Content. However, you grant Cloudinary permission to use your Contributed Content, for the purposes of providing, developing and supporting the Services. You grant Cloudinary permission to use your Company name and logo in Cloudinary website and any Cloudinary issued publications. If you wish to decline Cloudinary's use of your name and logo, please contact Cloudinary at: support@cloudinary.com (<mailto:support@cloudinary.com>). You acknowledge that Cloudinary may adjust and modify Contributed Content, per your requests.

Some features or capabilities of the Services integrate with or use generative Artificial Intelligence tools and machine learning abilities. If you use the Services for generating any type of materials or output, including images and video files, such output will be deemed as part of your Contributed Content, and is subject to these Terms, including our Acceptable Use Policy. Note that generated output may be similar across users, may not be complete or accurate and should be evaluated and reviewed by you prior to any use. For more information about Cloudinary use of AI, please visit our [AI Trust page](https://cloudinary.com/products/cloudinary_ai/faq) (https://cloudinary.com/products/cloudinary_ai/faq).

10. Confidentiality

"Confidential Information" means any information furnished or made available by one party to the other, that is identified as "confidential" or "proprietary," either by legend on written or electronically stored material, or which ought reasonably to be recognized as confidential or proprietary by virtue of its nature or the circumstances of its disclosure. The foregoing will not be considered as Confidential Information of a party: (a) is or becomes available to the public

through no breach of the receiving party; (b) was rightfully known without restriction on use or disclosure prior to such information being disclosed or made available to the receiving party; or (c) is received from a third party entitled to disclose such information without restriction.

Each of Cloudinary and you will maintain strict confidentiality of the other's Confidential Information and will not use, disclose or have such Confidential Information disclosed, directly or indirectly to any third party, except as specifically required to provide or receive the Services, or subject to the other party's prior permission. Each of you and Cloudinary will take precautions to maintain the confidentiality of the other party's Confidential Information with the same degree of care as to its own Confidential Information, but in no case less than reasonable care. Upon termination of these Terms, either party will use commercially reasonable efforts to delete all copies of the other's Confidential Information that is stored on its system or in its possession, except for retaining data for legitimate business purposes or as required under applicable laws, including under tax related requirements, account settling, record keeping, archiving and legal issues.

If Cloudinary is compelled by law, a competent court or government action, to disclose the other party's confidential information, Cloudinary shall furnish only such portion of the Confidential Information which is legally required, and shall exercise all reasonable efforts to obtain confidential treatment for such information.

11. Disclaimer of Warranty

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED FOR USE "AS IS", WITHOUT ANY WARRANTIES OF ACCURACY, RELIABILITY, LIKELY-RESULT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR IT BEING UP-TO-DATE. USE OF THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLOUDINARY AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, THE ACCURACY, RELIABILITY, ADEQUACY OR COMPLETENESS OF THE SERVICES OR ANY OTHER MATERIAL PROVIDED BY ANY LINK TO ANOTHER WEBSITE OR SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUALITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES WHETHER MADE BY CLOUDINARY AND ITS AFFILIATES' EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED

IN THESE TERMS, WILL BE DEEMED TO BE A WARRANTY BY CLOUDINARY OR ITS AFFILIATES FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF CLOUDINARY OR ITS AFFILIATES WHATSOEVER.

12. Limitation of Liability

CLOUDINARY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, COSTS, EXPENSES AND PAYMENTS OR FOR ANY LOSS OF PROFIT OR LOSS OF DATA, EITHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT (INCLUDING PRE-CONTRACTUAL STATEMENTS), STRICT LIABILITY, STATUTORY LIABILITY OR IN ANY OTHER CAUSE OF ACTION, ARISING FROM, OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, WHETHER OR NOT CLOUDINARY OR ANY SUCH AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS.

CLOUDINARY AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING UNDER THESE TERMS OR OR IN CONNECTION WITH THE SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING PRE-CONTRACTUAL STATEMENTS), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY CLOUDINARY FROM YOU DURING THE TWELVE (12) MONTHS BEFORE THE OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, CLOUDINARY WILL NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW.

13. Indemnification

You will indemnify, defend and hold harmless, Cloudinary, Cloudinary's affiliates and Cloudinary and Cloudinary affiliates' employees, directors, shareholders, advisors or anyone acting on Cloudinary's behalf with respect of any claim, demand, damage, loss, loss of profit, payment or expense, including reasonable attorney fees Cloudinary incur in connection with an alleged or actual breach of these Terms or an alleged or actual unlawful or tortuous action or inaction with respect to the Services by you or by anyone on your behalf. Such indemnity will include, but will not be limited to, legal expenses and attorney fees.

14. Beta Services

Cloudinary may offer from time to time, at its sole discretion, products or features available to Customer on a trial, beta, early access, or similar basis ("**Beta Services**"). Cloudinary provides Beta Services on an "as-is" basis, Beta Services may be changed at any time, including in a manner that reduces their functionality, may not be supported under the same support level as the Services, nor subject to the same security obligations or audits as the Services, and Cloudinary will have no liability arising out of or in connection with Beta Services. You acknowledge that you have the right, at your discretion, to elect whether to use any Beta Services.

15. Governing Law and Jurisdiction

These Terms, the Services or any dispute arising out of or related thereto, will be governed solely by: (i) the laws of the State of Israel or, (ii) if the Cloudinary affiliate with which you (or the distributor or seller from whom you acquired the Services) contracted is Cloudinary Inc. a Delaware corporation, the laws of the State of California, USA, or (iii) if the Cloudinary affiliate with which you (or the distributor or seller from whom you acquired the Services) contracted is Cloudinary UK Ltd., the laws of England and Wales, in each case, regardless of your country of origin or where you access the Services, and without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than the State of Israel, California or England and Wales, as applicable.

The competent courts in: (i) the Tel Aviv district in Israel or, (ii) if the Cloudinary affiliate with which you (or the distributor or seller from whom you acquired the Services) contracted is Cloudinary Inc. a Delaware corporation, the Santa Clara County in California, USA or, (iii) if the Cloudinary affiliate with which you (or the distributor or seller from whom you acquired the Services) contracted is Cloudinary UK Ltd., London, England, will have sole and exclusive jurisdiction over any claim in connection with the Services and in respect of any matter relating to the validity, applicability, performance or interpretation of these Terms. You agree to the exclusive jurisdiction of the above mentioned courts, agree to accept service of process by any means permitted by the applicable law and hereby waive any jurisdictional, conflict of law or venue defenses otherwise available to you.

16. General

These Terms along with the [Privacy Policy \(https://cloudinary.com/privacy\)](https://cloudinary.com/privacy) and the [DMCA Copyright Policy \(https://cloudinary.com/dmca\)](https://cloudinary.com/dmca) constitute the entire agreement between you and Cloudinary with respect to the access and use of the Services and supersede any and all agreements, negotiations and understandings, whether written or oral, about the Services, except that if you have separately entered with Cloudinary into an online or written agreement or subscription form that incorporates by reference these Terms, any terms of such agreement or subscription form that add to, conflict with or change, these Terms shall prevail. Any

preprinted terms on a customer’s ordering documents or any representations, undertakings or terms referenced or linked therein will have no effect on these Terms, will not be binding in any way and are hereby rejected, including as part of registration to a customer’s vendors portal and/or where such ordering document is signed by Cloudinary.

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms will be effective unless affected in writing and signed by the party whose waiver is made.

You may not assign your rights and obligations under these Terms without Cloudinary’s prior written consent and any assignment without such prior written consent will be void. Cloudinary may freely assign its rights and obligations herein. Subject to any provisions herein with regard to assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

17. Severability

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms will remain in full force and effect.

18. Contact Us

You may contact Cloudinary with any questions about the Services, through the contact form at: <https://cloudinary.com/contact> (**https://cloudinary.com/contact**) Cloudinary will make efforts to address your inquiry promptly.

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Products	Solutions
Platform (/platform)	E-commerce (/solutions/ecom
Image (/products/image)	Retail (/solutions/retail)
Video (/products/video)	Media & Entertainment
DAM	(/solutions/industries/media_e
(/products/digital_asset_management)	

[Demos \(/demos\)](#)

[Pricing \(/pricing\)](#)

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