

# Terms of Service

Thank you for using Tidelift.

By using the Tidelift website, APIs, or any other associated software (“Tidelift”, or “the service”) you are agreeing to be bound by the following terms and conditions (“Terms of Service”, or “the terms”).

Tidelift, Inc. reserves the right to update and change these terms from time to time without notice. Any new features that augment or enhance the current service, including the release of new tools and resources, will be subject to these terms. Your continued use of the service after any such changes will constitute your consent to such changes.

Violation of any of these terms may result in the termination of your account.

## Account Creation and Security

- You must be 13 years or older to use the service.
- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You are responsible for maintaining the security of your account. Tidelift is not liable for any loss or damage from your failure to secure your passwords or other mechanisms of account access.
- If you are accepting these terms and using the service on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so.

## Communication and Content

- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Tidelift customer, employee, or account holder, either through the service, or through other media such as email, may result in immediate account termination.
- You may not use the service for any illegal or unauthorized purpose. We reserve the right to remove material alleged to be infringing or otherwise illegal without prior notice, at our sole discretion, and without liability to you. For more details on such removal, see our section on contacting our designated agent below.
- You acknowledge that Tidelift cannot be responsible for the content posted by third parties on the service.

# Copyright and Content Ownership

- You retain your ownership of any content you submit to the service. However, by submitting, posting or displaying content to the service, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content as necessary to provide the service.
- If you give the service access to a private repository, we consider the contents of such private repositories to be confidential to you. We will protect the contents of such private repositories from unauthorized use, access, or disclosure in the same manner that we would use to protect our own confidential information of a similar nature and in no event with less than a reasonable degree of care.
- The Tidelift name and logos are the trademarks of Tidelift, Inc. You may not use the Tidelift name or logos without written permission from Tidelift, Inc.
- The content of the service is copyrighted and the property of Tidelift, Inc. Except as permitted by these terms, or by written permission from Tidelift, Inc., you may not use the content of this website.

# Privacy and User Data

- You acknowledge that by using the service you consent to the collection and use of the information you provide us when you use the service. This includes the transfer of this information to the United States for storage, processing and use by Tidelift and Tidelift's vendors and service providers. For more details on how information may be shared with such services and vendors, please refer to our Privacy Policy (<https://tidelift.com/about/privacy>).

# Modifications to the Service

- Tidelift reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.
- Tidelift is not liable to you or to any third party for any modification, price change, suspension or discontinuance of the service.

# Disclaimer of Warranty and Liability

- **Tidelift does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any**

**errors in the service will be corrected. Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis.**

- **You expressly understand and agree that Tidelift will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Tidelift has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.**

## Programmatic Service Access

You agree not to misuse or interfere with the normal operation of the service. Examples of such interference or unauthorized access can include: (i) scanning or searching the services by any means (automated or otherwise) other than through our currently available, documented interfaces intended for such purposes, unless you have been specifically allowed to do so in these terms, our robots.txt, or in a separate written agreement; (ii) disruption of the use or access of any user, host or network, including, without limitation, overloading, flooding, or spamming the services, or (iii) circumventing any rate limits in place on the service.

## Other Terms

- The failure of Tidelift to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. These terms constitute the entire agreement between you and Tidelift, and govern your use of the service, superseding any prior agreements between you and Tidelift (including, but not limited to, any prior versions of these terms).
- The laws of the Commonwealth of Massachusetts, excluding its choice of law provisions, will govern these terms and any dispute that arises between you and Tidelift. All disputes related to these terms or the services will be brought solely in the federal or state courts located in Boston, Massachusetts, United States. You consent to personal jurisdiction and waive any objection as to inconvenient forum.
- If you believe that material on the service infringes your copyrights, you may contact us through our designated agent by sending a notice that substantially complies with the provisions of 17. U.S.C. § 512(c)(3)(A) to:  
Tidelift, Inc.  
Attn: Copyright Agent  
50 Milk St., 16th Floor  
Boston, MA 02109  
USA

# Questions

Any questions about the service should be addressed to [support@tidelift.com](mailto:support@tidelift.com).