

# LEGAL GUILD PLAYBOOK

Software Licensing & Liability for  
Open-Source

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## DISCLAIMER

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This Playbook was last modified on March 2022 and is subject to change pursuant to new information and developing laws.

## 1. Overview

This Playbook is a collection of good practices and recommendations focusing on Software Licensing & Liability.

The recommendations contained in this document may serve as a general guidance Playbook for the creation and posterior publication of content under a software format, specifically in regards to intellectual property considerations (software licensing); the requirements for the protection of computer programs by copyright and other related licensing formats; the different ways in which copyright can be infringed on software through direct and indirect copying activities and also the connection with potential liability issues after the source code has been modified and re-used.

In addition, our analysis focuses on summarizing the main obligations and rights acquired under a computer program license, with a focus on the implications of an open-source license.

It is also relevant for the Legal Guild to provide a general understanding of how the international rules applicable to the different types of licensing that may be applicable to software and furthermore, the possibility of protection in general terms, as well as the conditions that must be present to protect its intellectual property.

This Playbook is a living document that might be regularly updated by the Legal Guild. It also relies on members of the community to raise relevant requests for clarifications and modifications, so feel free to interact with us!

If there are any questions, comments, or concerns that you would prefer to not share publicly, please contact the Legal Guild ([info@nearlegal.com](mailto:info@nearlegal.com))

## 2. Core elements: Playbook

This Playbook aims to provide guidance on how to share Free Open- Source Software (FOOS), making its code available and guaranteeing certain rights and freedoms that are associated with the computer program, especially in relation to the use and distribution of the license.

In some cases, it might be important to ensure that subsequent use of the specific program can be made and allow actions of copying, modifying, or redistributing the source code, limiting at the same time, the related liability for such use of the same in derivative works.

## 3. Protecting your Software under copyright rules

The starting point of this document is the question: ¿Can I protect my software under some kind of license?

The [Agreement on Trade-related Aspects of Intellectual Property Rights](#) (TRIPS Agreement) provides that:

**"Computer programs, whether source programs or object programs, shall be protected as literary works under the Berne Convention (1971)".**

The [Berne Convention](#) clarifies how computer programs are similar to literary works regardless of their form of expression. This consideration implies that the rules relating to the copyright of literary works will apply in a similar way to computer software. The next step will be to define, in general terms, what is understood as a computer program that can enjoy this type of protection:

**Software is a set of instructions, data or programs used to operate computers and execute specific tasks.**

It is very important to note that copyright is aimed at protecting the computer program as a whole, as a unit, and not oriented to specific parts of the code that can be understood as independent or even separated.

When you want to determine if there has been any type of infringement related to your work, you must use the code as a whole and not specific parts of it.

There exists, however, the possibility of combining several computer programs in order to create a new program, which for copyright purposes shall be understood as a compilation.

Requirements that computer software must meet to access protection:

The most important requirement for access to the protection of the Intellectual Property of the program under the rules of copyright is the originality of the software: it must be an original creation understood as a work of the author.

Both the source code and the object code of a program are protected. What cannot be understood as a manifestation susceptible to protection are elements such as:

- The programming language of the program
- Some specific functionality
- The format of the files used to execute some of its functions,  
The graphical interface of the program, although it may be possible to access some form of protection under case judgment [C-393/09 - EU Court](#)

#### **4. Possible infringements against protected content**

The software can be affected by various forms of infringement, the most obvious being a textual copy of it. Before you could determine if a literal copy of the program has been made, a triple test must be performed:

1. Determine whether intellectual property is effectively protected by copyright
2. That there has been a relevant copy of important elements of the program
3. That specific element of the software that is protected in some way has been copied

## 4.1 Textual copy

In this situation, there is an identical or exact match of fragments or lines of code and by making a comparison of the original and secondary work, it can be determined that the same programming language has been used.

In order to prove that a copy has been made, in the event of a claim, it must be possible to prove that the whole or fragments of work are identical to the second one and that the defendant has had or could have access to all or parts of the source code.

A good indicator that a literal copy situation could exist is one in which common errors can be seen in the writing of the code of both programs, redundant or unnecessary fragments of the source code.

## 4.2 Non-textual copy

It is defined as that type of copy that, although it does not cover exactly all the elements of the program, can also infringe the copyright that is held over it. As an example, the copy of the structure of the software or parts of it can be highlighted. Similarly, translation into another programming language is considered an infringement of intellectual property rights.

In case of doubt in a potential situation in which two different programming languages are used, you might not appreciate a textual copy of the elements of the parent program. The structure and sequence of both programs, the routine of data entry, specific functions of both programs, or the format used must then be analyzed, which may be clear indications of some kind of substantial modification of the original source code.

It is important to note that not all non-literal similarities operate immediately as an indicator of a non-textual copy; that situation in which a program is written on the basis of another or emulating its basic elements does not automatically suppose an infringement.

### **4.3 Software decompiling actions: Are the Intellectual Property rights infringed?**

The so-called reverse engineering is that process by which it is intended to make the original version of the source code more understandable allowing the programmer to develop a new program based on the original, discovering the interfaces of the program with the aim of copying them in the derivative work and making them compatible with the initial source code.

This technique is called decompiling and is allowed by numerous legislations around the world. However, it is extremely important to note that:

***Decompiling is only allowed as a technique aimed at achieving interoperability between programs.***

A series of requirements must be met in order to decompile a program:

- The information obtained after decompiling should only be used for the purpose of interoperability.
- It must be essential to create a new program that is independent and interoperable with the original source code.

There is an express prohibition to communicate decompiled material to third parties for the purpose of creating a further program outside of these conditions.

## 5. Licensing your software

The fact licensing a computer program implies limiting the use of it, allowing the use of a copy under certain conditions established by the licensor (owner of the source code).

The most commonly used tool consists in developing a legal agreement that must be accepted by the user and establishing the conditions of use of the same: the owner usually guarantees a series of performance characteristics of the software, access to documentation, determine the applicable legislation in case a dispute arises, etc.

The main limitations to the use usually have to do with the limitation to make copies of the program, to redistribute or decompile according to certain legislation. The user of the program will only be able to make use of it according to the rights that have been granted through that agreement with the owner.

- Usage is generally limited to a specific number of devices
- The possibility of making copies is restricted
- Also transferring the program to third parties

### 5.1 Open Source

It is especially relevant to mention the existence of FOSS programs in which freedom of use and access to the code is given by the owner: the user will be able to use the program in the way he wishes to do so, having access to the source code for possible modifications.

The Free Software Foundation highlights the 4 basic freedoms of Open Source:

- Freedom 0: to implement the program for any purpose
- Freedom 1: to study how the program works and adapt it to one's own needs
- Freedom 2: to redistribute copies
- Freedom 3: to improve the program and to make the improvements public

To obtain a classification of software under the FOSS category, the respect for these four principles must be guaranteed by the owner of the code in relation to the exploitation of the computer program and also ensuring that users will be able to access the source code free of charge. In the same way, it must be accepted that derivative works can be produced allowing via license modifications as well as further redistribution.

The rights associated with the parent or original program must apply to all recipients of the new software, and it is not necessary that they must acquire an additional license for its use.

## 5.2 Copyleft

Licenses under this category are used to license-free and open-source software, but unlike the more permissive pure FOSS, they impose certain conditions on the recipient of the program:

1. That the same open-source license be used for any derivative program that may have been created based on the original source code.
2. That access is provided to the source code, both of the parent program and of the modified program.

The purpose is to ensure that any new creation that is made based on the original program, continues to maintain the same type of open-source license, thus guaranteeing the principles of freedom and access.

There are different degrees to which the copyleft license can be used:

- General Public License (GPL) is a type of license with **copyleft** that determines that any derivative work that is created, must have the same license or some other compatibility and the user must be able to access the source code.
- **Non-copyleft** licenses, do not impose any restrictions on modification or redistribution, for example, X/MIT or BSD licenses.
- A license with intermediate **copyleft**, such as the Mozilla Public License (MPL) which is a hybrid between the two previous licenses and that allows linking the program with other software under a different license both freely or proprietarily. The difference consists of a limitation in the original program, as it must continue to be distributed according to its license.

### 5.3 Creative Commons

Creative Commons licenses give everyone from individual creators to large institutions a standardized way to grant the public permission to use their creative work under copyright law. From the re-user's perspective, the presence of a Creative Commons license on a copyrighted work answers the question, "What can I do with this work?"

#### The Creative Commons License Options

There are six different license types, listed from most to least permissive here:

-  CC BY: This license allows re-users to distribute, remix, adapt, and build upon the material in any medium or format, so long as attribution is given to the creator. The license allows for commercial use.

CC BY includes the following elements:

BY  – Credit must be given to the creator

-  CC BY-SA: This license allows re-users to distribute, remix, adapt, and build upon the material in any medium or format, so long as attribution is given to the creator. The license allows for commercial use. If you remix, adapt or build upon the material, you must license the modified material under identical terms.

CC BY-SA includes the following elements:

BY  – Credit must be given to the creator

SA  – Adaptations must be shared under the same terms

-  CC BY-NC: This license allows re-users to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator.

It includes the following elements:

BY  – Credit must be given to the creator

NC  – Only non-commercial uses of the work are permitted

-  CC BY-NC-SA: This license allows re-users to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator. If you remix, adapt, or build upon the material, you must license the modified material under identical terms.

CC BY-NC-SA includes the following elements:

BY  – Credit must be given to the creator

NC  – Only non-commercial uses of the work are permitted

SA  – Adaptations must be shared under the same terms

-  CC BY-ND: This license allows re-users to copy and distribute the material in any medium or format in un-adapted form only, and only so long as attribution is given to the creator. The license allows for commercial use.

CC BY-ND includes the following elements:

BY  – Credit must be given to the creator

ND  – No derivatives or adaptations of the work are permitted

-  CC BY-NC-ND: This license allows re-users to copy and distribute the material in any medium or format in un-adapted form only, for non-commercial purposes only, and only so long as attribution is given to the creator.

CC BY-NC-ND includes the following elements:

BY  – Credit must be given to the creator

NC  – Only non-commercial uses of the work are permitted

ND  – No derivatives or adaptations of the work are permitted

### The Creative Commons Public Domain Dedication



CC0 (**aka CC Zero**) is a public dedication tool, which allows creators to give up their copyright and put their works into the worldwide public domain. CC0 allows re-users to distribute, remix, adapt, and build upon the material in any medium or format, with no conditions.

### Choosing a License

The six licenses and the public domain dedication tool give creators a range of options. The best way to decide which is appropriate for you is to think about why you want to share your work, and how you hope others will use that work. For help, try the [Creative Commons License Chooser](#)

## 6. Limitation of Warranties and Exclusion of Liability

One of the key features of open-source licenses is that their documentation often includes different attribution clauses, in which users who are going to make modifications or combine the code are obliged to specify the origin of the source code and mention in detail all the modifications. What is intended is to guarantee the respect of the authorship and integrity of the matrix source code.

In the same way, the control that the creator of the original source code will have will be very limited since, allowing the subsequent use and modifications, numerous new works can be created based on that first version, which in many cases the firstborn author does not know.

It is common for open-source program licenses to include clauses to limit the liability of the licensor, who, having no control over that catalog of derivative works, will not be able to accept the responsibility that may be generated by the subsequent use of its source code.

At most, you will be able to ensure the integrity of the original code through the mechanisms we have cited in this guide. The most commonly used tool will be a general disclaimer.

We propose below, a model disclaimer based on the intention to share software in a non-restrictive way and making public the original source code.

**This document should be used only as a practical example of the application of the concepts explained in it and in no case should it be understood as legal advice or specific legal content for any specific project. We recommend consultation with a specialized lawyer in this field.**

## 7. About This Document

The content of this document is licensed under a Creative Commons license:

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- Attribution - You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use
- No additional restrictions - You may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

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You may need to get additional permissions before using the material as you intend.



**SANTIAGO CHAMAT**

Executive Director



**ANIBAL SURIEL**

Team Core

## ***Annex: Disclaimer Model: exclusion of liability***

### **Terms and Conditions**

**Last Modified:** \_\_\_\_\_ 202\_

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### **1. General Terms**

**1.1** This webpage, together with the web pages and documents referred to in it, (**Site**) sets out the terms on which you may use our websites (including but not limited to \_\_\_\_\_, \_\_\_\_\_,) (collectively, Sites), whether as a guest or a registered user. These Terms also apply to executable code found within these Sites and are available free of charge under open-source software license agreements. Please read these Terms carefully before you start to use our Sites or the source code found within (collectively, the Offerings). By using the Offerings, you accept these Terms and agree to abide by them. If you do not agree to all of these Terms, do not access the Sites, or download, install, use, or copy any source code from our Sites.

**1.2** By visiting and accessing any of our Sites, you are agreeing to these Terms in addition to any other terms and conditions that may apply to you. If you do not accept these Terms, you must leave this Site immediately.

### **2. Information About Us**

Our Sites are operated by us. We are registered in \_\_\_\_\_ under registration number \_\_\_\_\_ and have our registered office at \_\_\_\_\_. We are a \_\_\_\_\_ company

limited by \_\_\_\_\_. (Our Sites are operated by \_\_\_\_\_, an individual residing in \_\_\_\_\_.)

### **3. Individual Agreements**

From time to time, we may enter into a separate written agreement with you. In the event of any inconsistency between the terms of that agreement and these Terms, the terms of that separate agreement shall prevail.

### **4. Accessing Our Sites**

**4.1** Access to our Sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Sites without notice. We shall not be liable if for any reason our Sites are unavailable at any time or for any period.

**4.2** From time to time, we may restrict access to some parts, or the entirety of, our Sites to users who have registered with us.

**4.3** If you choose, or you are provided with, a username or user identification code, password or any other information as part of our security procedures, you must treat that information as confidential, and you must not disclose it to any third party. We have the right to disable any username or user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of these Terms or the terms of any of our programs.

**4.4** You are responsible for making all arrangements necessary for you to have access to our Sites. You are also responsible for ensuring that all persons who access our Sites through your internet connection are aware of these Terms, and that they comply with them.

### **5. User Content**

**5.1** In respect of any and all material (including data, photographs, images, sound and text) that you send to us or otherwise contribute to our Sites (the User **Content**), you represent and warrant that:

- (a)** you are entitled to grant the license granted to us under Section 6 of these Terms (the License);
- (b)** the User Content does not, and our use of it (including as contemplated by the License) will not, infringe any third party's intellectual property rights (including trademarks, copyright, moral rights, database rights, design rights, confidentiality rights and all other rights having equivalent or similar effect), or other proprietary rights, or personality rights or rights of privacy;
- (c)** the User Content does not, and our use of it (including as contemplated by the License) will not, violate any law regarding unfair competition, anti-discrimination or false advertising;
- (d)** all information that you disclose to us is complete and accurate;
- (e)** the User Content is not threatening, abusive, defamatory, libelous, derogatory, violent, harassing, bigoted, hateful, profane, obscene, lewd, lascivious, pornographic or otherwise objectionable, that gives rise to civil or criminal liability, or otherwise violates any applicable law;
- (f)** the User Content does not contain any advertising, or any political or religious message, and is not obscene, indecent, blasphemous, offensive or sexually explicit; and
- (g)** the User Content does not contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- (h)** the User Content does not intentionally make false or misleading statements
- (i)** the User Content does not disclose confidential information or information that you do not lawfully possess
- (j)** the User Content not restrict or inhibit any other user from using or enjoying this Website, for example, by cracking, spoofing, defacing, or impairing functionality
- (k)** the User Content does not post political campaign materials, chain letters, mass mailings or spam

**5.2** We have the right to remove any User Content from our Sites if, in our opinion, that User Content does not comply with these Terms or for any other reason. We further have the right to limit or terminate Your registration with, or access to, the Offerings (which may include termination of access by anyone at your IP address) for breach of these Terms or use or for conduct that, in our sole discretion, subjects us to unreasonable legal risk. We also have the right to disclose your identity to any third party who claims that the User Content violates that third party's rights or is otherwise unlawful.

## **6. License of User Content**

**6.1** By providing us with User Content, you grant us a world-wide, non-exclusive, perpetual, irrevocable, transferrable, sub-licensable license to use the User Content.

**6.2** The License granted under these Terms includes the right for us (and our sub-licensees) to modify, reproduce, distribute, publicly perform, communicate, make available and display the User Content (including by reproducing and distributing the User Content, even as modified, in marketing and promotional media relating to us and/or our Sites). We are under no obligation to use the User Content.

**6.3** As between you and us, you irrevocably waive all moral rights (including under the United States Copyright, Designs and Patents Act 1988) in relation to the User Content. These Terms do not affect your ownership of any copyright (other than moral rights) in the User Content.

## **7. Open-Source Licenses and Notices**

**7.1** The open source license for the source code is included in the "Open Source Notices" documentation that is found at \_\_\_\_\_. That documentation also includes copies of all applicable open source licenses.

**7.2** To the extent the terms of the licenses applicable to open source components require us to make an offer to provide source code in connection with the Offerings, such offer is hereby made, and you may exercise it by contacting \_\_\_\_\_.

**7.3** Unless otherwise agreed to in writing with us, your agreement with us will always include, at a minimum, these Terms. Open source software licenses for the source code constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms, the open-source licenses govern your agreement with us for the use of the source code or specific included components of included source code.

**7.4** Subject to Section [7.5](#) and Section [9](#), permission is hereby granted, free of charge, to any person accessing or using the Offerings and associated documentation files, to deal in such without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so.

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**7.6** For our original content, for purposes of attribution under CC BY-SA 4.0 please use the following statement: "By [author's screen name] from \_\_\_\_\_.com" and include a permanent link to the content.

## **8. Our Intellectual Property**

**8.1** You acknowledge and agree that \_\_\_\_\_, the logo used on our Sites, and any of our other logos used on our Sites from time to time are our exclusive property (collectively, the Property) and that you shall not make use of the Property without prior written consent from us. The license grant included within Section 7 is not for our Property. You shall neither acquire nor claim any right, title or interest in or to any of the Property (or the goodwill attaching to them). All goodwill arising from the use of the Property shall at all times accrue to us. You shall upon our request execute or

procure to be executed any agreements or other instruments that may be required in order to assign any right, title, or interest in any of the Property to us.

**8.2** Except to the extent that you are obliged by a court order or regulatory body to disclose it, you shall keep confidential all confidential information belonging to us that we may disclose to you, whether marked as confidential or not.

**8.3** Please contact us if you would like to refer to our Sites or any material on them. Our status (and that of any identified contributors) as the authors of material on our Sites must always be acknowledged.

**8.4** You must not use any part of the materials on our Sites for commercial purposes without obtaining a license to do so from us or our licensors.

## **9. Disclaimers & Limitation of Liability**

**9.1** THE OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. We do not warrant that (i) the Offerings will meet your specific requirements; (ii) the Offerings are fully compatible with any particular platform; (iii) your use of the Offerings will be uninterrupted, timely, secure, or error-free; (iv) the results that may be obtained from the use of the Offerings will be accurate or reliable; (v) the quality of any products, services, information, or other material purchased or obtained by you through the Offerings will meet your expectations; or (vi) any errors in the Offerings will be corrected.

**9.2** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATED TO THE OFFERINGS, including, for example: (i) the use or the inability to use the Offerings; (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 Sites; (v) or any other matter relating to the Offerings.

**9.3** We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Offerings (or any part thereof) with or without notice. You are encouraged to check back often so You are aware of your current rights and responsibilities. Your continued use of this Website after changes to the Terms of Use have been published constitutes your binding acceptance of the updated Terms of Use. If at any time the Terms of Use are no longer acceptable to You, you should immediately cease all use of this Website. We shall not be liable to you or to any third-party for any price change, suspension or discontinuance of the Offerings.

**9.4** The Offerings, the material on our Sites, and the services provided via our Sites are not intended to be advice and you should not rely on them.

**9.5** The material and our Offerings are provided without any guarantees, representations or warranties as to their accuracy or freedom from harmful material.

**9.6** To the extent permitted by law, we hereby expressly exclude:

(a) all conditions, representations, warranties and other terms that might otherwise be included, whether express or implied; and

(b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Offerings or these, inability to use, or results of the use of our Offerings (including reliance on any content displayed on our Sites), any websites linked to our Sites and any materials posted on our Sites, including, in each case, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence and negligent misrepresentation), breach of contract or otherwise;

**9.7** The information and descriptions contained herein are not intended to be complete descriptions of all terms, exclusions and/or conditions applicable to the Offerings.

**9.8** This Section 9 does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation.

## **10. Indemnity.**

You indemnify us against each and any loss, liability and cost (including reasonable legal expenses) that we may suffer or incur as a result of or in connection with any claim against us those results (in whole or in part) from a breach by you of your obligations under these Terms.

## **11. Information About You and Your Visits to our Sites**

We may also obtain information about your use of our Sites and general internet usage by using a cookie file which is stored on the hard drive of your computer.

## **12. Viruses, Hacking and other Offences**

**12.1** You must not misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Sites, the server on which our Sites are stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack. We may co-operate with law enforcement authorities in relation to any such misuse, including by disclosing your identity to them.

**12.2** We do not guarantee that our Sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our Sites. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Sites or to your downloading of any content on them, or on any website linked to them.

## **13. Safeguarding**

We are not responsible for performing any checks or validations required to ensure the safeguarding of vulnerable persons, or to ensure our Sites are not used for illegal purposes. However, we reserve the right to restrict access to our Sites or any program run by us, and/or to refer information to the appropriate authorities, if we suspect that a user who has accessed our Sites has harmed or poses a risk of harm to vulnerable persons, or has used material from our Sites for illegal purposes.

## **14. Linking to Our Sites**

**14.1** You may link to our Sites, provided you do so in a way that is, in our opinion, fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

**14.2** We reserve the right to withdraw linking permission without notice. The websites from which you are linking must comply in all respects with the representations and warranties above relating to User Content (as if that website and its contents were User Content).

**14.3** You must not establish a link from any websites that are not owned by you. Our Sites must not be framed on any other Sites, nor may you create a link to any part of our Sites other than the home page.

**14.4** If you wish to make any use of material on our Sites other than as set out above, please contact us at \_\_\_\_\_.

## **15. Links from our sites**

**15.1** Where our Sites contain links to third-party Sites and resources, these links are provided for your information only. We have no control over the contents of those third-party Sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

**15.2** If you access our Sites with one or more accounts on the GitHub.com website or with an instance of GitHub Enterprise, your use of the Offerings will also be governed by the applicable GitHub.com website Terms of Service and/or the license agreement

applicable to your instance of GitHub Enterprise (**GitHub Terms**). Any use of the Offerings that violates your applicable GitHub Terms will also be a violation of these Application Terms.

## 16. Variations

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Sites.

## 17. Jurisdiction and Applicable Law

**17.1** The State of \_\_\_\_\_ shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with these Terms (including claims for set-off and counterclaims), including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, these Terms; and (ii) any non-contractual obligations arising out of or in connection with these Terms. For such purposes you irrevocably submit to the jurisdiction of the State of \_\_\_\_\_.

**17.2** These Terms and any non-contractual obligations arising out of or in connection with these Terms shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

## 18. Jurisdictional Issues

**18.1** Unless otherwise expressly set forth herein, we make no representation that materials on this website are appropriate or available for use in every location. Those who choose to access this website do so on their own initiative and at their own risk and are responsible for compliance with local laws.

**18.2** The information contained on this website is not an offer to sell or a solicitation to buy any product or service. No insurance product is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

## 19. Your Questions

**19.1** If you have any questions or concerns about our Sites, including any concerns regarding any users of our Sites, please contact us at \_\_\_\_\_.

**19.2** We are committed to ensuring that our Sites are accessible to the widest possible range of people. If you have any questions or suggestions regarding the accessibility of our Sites, or if you have difficulty using any part of them, please contact us.

## **20. Miscellaneous**

**20.1 No Waiver.** Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**20.2 Entire Agreement.** These Terms constitute the entire agreement between you and us and governs your use of the Offerings, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms).

**20.3 Third-Party Packages.** The Software supports third-party "packages" which may modify, add, remove, or alter the functionality of the Offerings. These packages are not covered by these Terms and may include their own license which governs your use of that particular package.