SONARCLOUD TERMS OF SERVICE

Thank you for your interest in SonarCloud. We're excited to help you deliver clean code. Please read these Terms of Service carefully before accessing or using SonarCloud. These Terms of Service are legally-binding and govern the usage of the Service.

1. Definitions

1.1   An "Account" represents your authorization to log in to, access, and use the Service.

1.2   The "Agreement" means, collectively, all the terms, conditions, and notices contained or referenced in these Terms of Service and all other applicable operating rules and policies (including the SonarSource Privacy Statement).

1.3   The "Service" refers to SonarSource's software-as-a-service application -- and any related applications, software, products, and services -- with "SonarCloud" branding.

1.4   "SonarSource" refers to SonarSource SA, a Swiss company with UID Registration No. CHE-114.587.664.

1.5   The "user," "you," and "your" refer to the individual person, company, or organization that has accessed or is using the Service via an Account. A user must be at least 18 years of age.

1.6   The "Website" refers to SonarSource's website located at sonarsource.com.

2. Conditions of Use

2.1   An Account may only be opened and used by one physical person — i.e., a single login. An Account may not be opened or shared by multiple people or an automated software application (e.g., an Internet bot).

2.2   You can create, as part of the Service, an organization ("**Organization**") that is used to group and manage projects ("**Projects**"), which can be shared with other users of the Service. You may also create several Organizations from one Account.

2.3   Public Projects can belong to free or paid Organizations. Public Projects will be visible to all users of the Service.

2.4   Private (non-public) Projects can only belong to paid Organizations. You may control who has access to private Projects.

2.5   Sign-up or sign-in for an Account may be provided by SonarSource via third-party providers (e.g., GitHub or others).

2.6   You are solely responsible for maintaining the security of your Account and password. SonarSource shall not be responsible if you have allowed a third party to access your Account or password.

2.7   You are responsible for all content posted and all activities that occur via your Account.

2.8   You must only use the Service in a manner that is compatible with applicable laws and regulations. Your use of the Service must not infringe intellectual property rights of third parties.

2.9   SonarSource may terminate this Agreement and/or the applicable order without liability if (a) your use of the Service fails to comply with applicable law; or (b) SonarSource is prohibited by law or otherwise restricted from providing you the Service.

2.10   If you violate any of the terms of this Agreement, SonarSource may terminate your Account and/or your Organizations.

3. Application Program Interface Terms

3.1   You may access the Service data via an Application Program Interface ("**API**"). Your use of an API, including use of an API through a third-party product that accesses the Service, is covered by this Agreement, and the specific provisions of this Section 3 apply in all such cases.

3.2   You expressly understand and agree that SonarSource 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 losses (even if SonarSource has been advised of the possibility of such damages), resulting from your use of an API or third-party products that access data via an API.

3.3   Abuse or excessively frequent requests to an API may result in the temporary or permanent suspension of your Account access to the API. SonarSource, in its sole discretion, will determine abuse or excessive usage of an API. SonarSource will make a reasonable attempt via email to warn an Account user prior to suspension.

3.4   SonarSource reserves the right at any time to modify or discontinue, temporarily or permanently, your access to an API (or any part thereof) with or without notice.

4. Payment, No Refunds, Downgrading Organizations

4.1   Access to paid Organizations is subject to you entering valid payment information via the Website. You must make payment using an authorized credit card.

4.2   Access to a paid Organization on a yearly subscription basis may also be purchased from the SonarSource sales team via the Website.

4.3   You are not required to enter payment information for unpaid Organizations.

4.4   For paid Organizations, the Service will be billed to you in advance on a monthly or yearly basis (depending on your subscription). Please note that all payments are non-refundable and SonarSource will not make any refunds or credits for partial months of service, refunds for upgrades/downgrades, or refunds for any time that the Service is unused.

4.5   All fees quoted are exclusive of any taxes, levies, or duties that may apply, and you shall be solely responsible for payment of any such taxes, levies, or duties.

4.6   Downgrading from a paid Organization to a free Organization may cause a loss of content, features, or in the capacities of your Account. SonarSource does not accept any liability for such losses.

4.7   You are solely responsible for properly downgrading your Organization. SonarSource will not honor email or phone requests to downgrade an Organization.

5. Suspension and Termination

5.1   You may terminate this Agreement at any time by closing your Account. You are solely responsible for fully and properly terminating your Account and any Organization you have administrative rights to. This Agreement shall continue to apply until you have completed such termination.

5.2   Any Organization and all content in it will be immediately suppressed upon termination. This information cannot be recovered once this Organization is terminated. You are solely responsible to all other users who may be accessing this Organization when you terminate it.

5.3   If you terminate an Organization before the end of the current paid-up month for a paid Organization, your termination will take effect immediately. No refund will be made by SonarSource and SonarSource will not charge you again for that Organization.

5.4   A paid Organization will be suspended by SonarSource if your payment does not go through. SonarSource will resume it once your payment goes through.

5.5   SonarSource, in its sole discretion, has the right to suspend or terminate any Account and/or any Organizations at any time. SonarSource may refuse access to any current or future Service for any reason, at any time, as SonarSource shall deem to be reasonable (at its sole discretion). Such termination of Service may result in the suspension or termination of your Account or Organizations, and the forfeiture and relinquishment of all content in your Account or Organizations.

5.6   SonarSource reserves the right to refuse Service to you or anyone, for any reason, at any time.

5.7   SonarSource may unilaterally terminate the Service at any time, without any liability, by providing ninety (90) days' prior written notice on its Website. To the extent allowed by law, the provisions of Clause 4.4 shall continue to apply.

6. Modifications to the Service or Prices

6.1   SonarSource reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any Service (or any part thereof) offered with an Account or Organization, with or without prior notice.

6.2   Any new features by SonarSource that augment or enhance the Service will be subject to this Agreement.

6.3   Prices for the paid Service, including but not limited to paid Organizations, are subject to change upon five (5) days' prior notice by SonarSource. Such notice may be given by SonarSource posting these changes on the Website or when you open your Account to use the Service.

6.4   SonarSource shall not be liable to you or to any third-party for any modifications, new features, price changes, suspensions or terminations of any Accounts, Organizations, or the Service.

7. Personal Information

7.1   To access the Service, you will be required to provide your correct name and a valid email address.

7.2   This personal information is collected only to be used as part of the Service.

7.3   SonarSource will not sell your personal information, provide it to any third parties for their own use, or use it for any purpose other than as set forth in the Privacy Notice published on the Website.

7.4   You can delete your Account at any time and the information on it will be immediately deleted by SonarSource.

7.5   SonarSource will comply with the Privacy Notice published on the Website.

8. Confidential Information

8.1   You will need to provide source code in order to use the Service.

8.2   SonarSource may use quality and security analyses results and/or snippets of code to enhance the Service but will do so only for this purpose and will not retain this information thereafter.

8.3   When you provide source code for a private Project, it shall be considered as confidential information belonging to you and shall be treated accordingly by SonarSource.

8.4   SonarSource will not disclose any confidential information to a third party without your prior written consent, except to the extent as may be required by any competent judicial, governmental, or regulatory body. SonarSource will not have any liability to you or any other parties for such disclosure.

8.5   SonarSource undertakes to ensure that its employees will comply with the confidentiality provisions of this Section 8.

8.6   These confidentiality provisions do not apply to source code in public Projects or to any information that is available in the public domain.

9. Security

9.1   SonarSource will maintain security practices consistent with its Trust Center, as published on the Website.

10. Intellectual Property and Rights to Content

10.1   Save for SonarSource's proprietary copyrights and any trade secrets in any software used to provide the Service (or any derivative works made from them), SonarSource claims no intellectual property rights or licenses to any source code you upload or link to the Service. Your uploaded source code remains yours.

10.2   By sharing or posting a Project in any free Organization, or as a public Project in a paid Organization, you expressly understand and agree that anyone can view your source code and metrics.

10.3   SonarSource does not pre-screen source code, but SonarSource and its designees have the right (but not the obligation), at their sole discretion, to refuse or remove any source code using the Service.

10.4   You represent and warrant that you have sufficient rights licenses, and permissions to any source code you provide in connection with your use of the Service.

10.5   You shall not infringe the intellectual property rights of SonarSource or of any third parties.

10.6   You will defend, hold harmless and indemnify SonarSource against any claims, liabilities, and expenses, including attorney's fees made or brought against SonarSource by any third-party alleging that your source code, or your use of the Service with your source code infringes or misappropriates any intellectual property rights of a third-party, or violates any applicable laws or regulations; provided that SonarSource: (a) promptly gives you written notice of any such claim; (b) gives you sufficient control to defend and settle such claim (provided that you may not settle any claim unless the settlement unconditionally releases SonarSource from all liability); and (c) provides you with reasonable assistance in defending any such claim, at your expense.

10.7   You expressly agree not to duplicate, copy, or reuse any portion of any HTML/CSS, JavaScript, or visual design element or concept of the Website or Service without the express prior written permission of SonarSource.

10.8   SONAR™, SONARSOURCE™, SONARCLOUD™, SONARLINT™ and SONARQUBE™ are trademarks belonging to SonarSource. This Agreement does not grant you any license to use any of these trademarks or any other brands of SonarSource and no licenses are inferred, granted, or assumed pursuant to your use of the Service.

11. Disclaimers and Limitations of Liability

11.1   Support for the Service is only available in English via the Website. SonarSource makes no warranties or representations regarding any response times or results for any support it may offer, which shall be provided at its sole discretion.

11.2   You expressly understand and agree that SonarSource may use any reputable third-party vendors and hosting partners of its choice to provide hardware, software, networking, storage, and related technology support or assistance as it deems useful to provide the Service.

11.3   You expressly understand and agree that you are not authorized to modify, adapt, reverse engineer, or hack any SonarSource software or the Service or modify the Website or any other SonarSource website.

11.4   You expressly understand and agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, not to use the Service outside the permitted scope of this Agreement and not to provide access to the Service on a commercial basis without the express prior written permission of SonarSource.

11.5   SonarSource may (but has no obligation to) remove source code, Accounts, Organizations, or other materials containing content that it determines (at its sole discretion) to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or which it believes may violate any intellectual property rights or this Agreement.

11.6   Verbal, physical, written, or other abuse (including threats of abuse or retribution) against any SonarSource customer, employee, consultant, subcontractor, director, officer, or other users may result in immediate Account or Organization suspension or termination, at SonarSource's sole discretion.

11.7   You expressly understand and agree that the technical processing and transmission of any data as part of the Service, including any content you provide, may be transferred unencrypted and may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

11.8   If you use a free Organization, SonarSource expects you to use it in a reasonable manner, to consume only what you really need for your own purposes, and to comply with basic rules of etiquette (e.g., not to have too many Projects attached to a single free Organization or Account at a time, and not to run unreasonable numbers of analyses), as determined by SonarSource at its sole discretion.

11.9   You expressly understand and agree not to transmit any worms, viruses, spyware or malware, or any code of a destructive nature or which could be detrimental to the SonarSource or any other users of the Service.

11.10   If your bandwidth usage significantly exceeds the average bandwidth usage of other Accounts or you make unreasonable use of the Service (as determined by SonarSource at its sole discretion), SonarSource reserves the right to immediately disable your Account or throttle your file hosting or terminate, suspend, or otherwise restrict access to your Organizations, until you reduce your bandwidth consumption or return to a more reasonable level of use.

11.11   SonarSource does not warrant that: (i) the Service will meet any specific requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) any 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 materials purchased or obtained by you through or using the Service will meet your expectations, or (v) any errors in the Service will be corrected.

11.12   You expressly understand and agree that SonarSource 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 SonarSource has been advised of the possibility of such damages), resulting from: (i) your use or inability to use the Service; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services you purchase or obtain or messages you receive or transactions you enter 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 regarding the Service; or (v) any other matter relating to the Service.

11.13   THE SERVICE IS PROVIDED BY SONARSOURCE VIA THE INTERNET, "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, CONFIDENTIALITY OR NONINFRINGEMENT. IN NO EVENT WILL SONARSOURCE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CLAIM, DAMAGES, LOSSES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH YOUR USE OF ANY SOFTWARE OR THE SERVICE COVERED BY THIS AGREEMENT; PROVIDED, HOWEVER, THAT IN THE EVENT OF CLAIMS FOR BREACH BY SONARSOURCE OF SECTION 8 (CONFIDENTIAL INFORMATION) OR SECTION 9 (SECURITY), SONARSOURCE'S AGGREGATE LIABILITY ARISING FROM SUCH CLAIMS WILL NOT EXCEED THE FEES PAID BY YOU TO SONARSOURCE FOR THE SERVICE WITHIN THE PREVIOUS TWELVE MONTHS. YOU EXPRESSLY AGREE TO USE THE SERVICE AT YOUR OWN RISK AND SOLELY AS PERMITTED BY THIS AGREEMENT.

12. Governing Law and Dispute Resolution

12.1   This Agreement is governed by and construed in accordance with Swiss law.

12.2   Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules in effect at that date. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within ninety (90) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules in effect at that date.

Alternatively, if, before the expiration of the said period of ninety (90) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy, or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The seat of any mediation or arbitration shall be Geneva, Switzerland. The language to be used in any such proceedings shall be English. Notwithstanding the foregoing, any claim seeking solely preliminary, injunctive, or declaratory relief, may be brought in a court of competent jurisdiction.

13. Miscellaneous

13.1 This Agreement constitutes the entire agreement between you and SonarSource for opening any Account or for using the Service. It governs all uses you may make of your Account, Organizations, or the Service after having created or accessed them. This Agreement cancels and supersedes all prior oral or written communications, proposals, conditions, representations, or warranties between you and SonarSource, and prevails over any conflicting or additional terms mentioned in any price quotations, purchase orders, acknowledgments, or other communications between you and SonarSource that SonarSource has not expressly agreed to in writing.

13.2 The failure of SonarSource to exercise or enforce any rights or provisions of this Agreement shall not constitute its waiver of any such rights or provisions.

13.3 The English language version of this Agreement is the only valid version. Translations into other languages are not legally binding.

13.4 SonarSource reserves the right to amend this Agreement at any time and will update this Agreement in the event of any such amendments. SonarSource will notify you of material changes to this Agreement at least 30 days prior to the change taking effect by posting a notice on the Website or sending an email to the primary email address specified in your Account. Your continued use of the Service after those 30 days constitutes agreement to the revisions of the Agreement.

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