

# Terms of Service

## 1. INTRODUCTION

1.1. *The following terms and conditions (referred to herein as "**Terms of Service**" or "**Agreement**") tells you the terms of use on which you may make use of the [bitrise.io](https://bitrise.io) | website ("Website") and all content, services ("Services") and products available at or through the Website including the purchase of any Upgrades (as defined in Clause 6.1). The Website is owned and operated by Bitrise Ltd. ("Bitrise"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Bitrise's Privacy Policy) and procedures that may be published from time to time on this Website by Bitrise.*

1.2. Please read this Agreement carefully before accessing or using the Website as this Agreement will apply to your use of the Website. We recommend that you print a copy of this for future reference. By accessing or using any part of the Website or Services, you confirm that you accept these Terms of Service and that you agree to comply with them. If you do not agree to all the terms and conditions of this Agreement, then you must not access the Website or use the Services.

1.3. In some areas you will have different rights under these Terms of Service depending on whether you are a business or consumer.

You are a consumer if:

- you are an individual; and/or
- you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are not a consumer then you are a business.

Provisions specific to consumers only are in **red** and those specific to businesses only are in **blue**. Any other provisions apply to both consumers and businesses.

1.4. If you are a business customer this is our entire agreement with you. If you are a business customer these Terms of Service constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms of Service and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Service.

1.5. Bitrise reserves the right to update and change the Terms of Service from time to time. Such updates or change to these Terms of Service shall take effect from the date indicated in the updated Terms of Service, or if applicable, at the beginning of the next subscription period (whether monthly or annual). We will always inform you on such changes to the Terms of Service in advance via e-mail. If you do not agree to the changes you may terminate this Agreement as set forth in Clause 18.5. You can review the most current version of the Terms of Service at any time at <https://www.bitrise.io/terms>.

1.6. We may update our Website from time to time for example to reflect changes to the Services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes. However, please note that any of the content on our Website may be out of date at any given time, and we are under no obligation to update it.

1.7. We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

1.8. If you are a consumer, you may use the Website and any Services for your domestic and private use only.

1.9. If you are a business, you may use the Website and any Services for commercial purposes, in connection with your trade, business, craft or profession.

## 2. INFORMATION ABOUT US

2.1 We are Bitrise Ltd, a company incorporated and registered in England and Wales (company number: 09594679) with its registered office at 3 Waterhouse Square, 138-142 Holborn, London, England, EC1N 2SW (“Bitrise”, the “Company”, “we” or “us”).

## 3. ACCOUNT TERMS

3.1. If you create an account and log in to the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must treat the information in relation to the security of your account, such as your password or any other piece of information as confidential. You must not disclose it to any third party.

3.2. You must immediately notify Bitrise if you know or suspect that anyone other than you knows your username or password; if you become aware of, or have reason to suspect any unauthorized uses of your account; or any other breaches of security. Bitrise will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

3.3. In particular, you must also comply with the following terms:

(a) You must be 13 years or older to use the Website and the Services.

(b) You must be a human. Accounts registered via automated methods are not permitted.

(c) You must provide your valid email address, and any other information requested in order to complete the signup process.

(d) You are responsible for maintaining the security of your account and password. The Website cannot and will not be liable for any loss or damage from your failure to comply

with this security obligation. You must use strong passwords that are created and maintained in compliance with the applicable industry standards.

(e) You are responsible for all activity that occurs under your account.

(f) You may not use the Website and Services for any illegal or unauthorized purpose. You must not, in the use of the Website or Services, breach any laws in your jurisdiction (including but not limited to copyright or trademark laws).

3.4. Without limiting any of those representations or warranties, Bitrise has the right (though not the obligation) to, in Bitrise's sole discretion (i) refuse or remove any content that, in Bitrise's opinion, violates any Bitrise policy published on the Website or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website in accordance with Clauses 18.1 or 18.2 (as applicable) if you breach any of these Terms of Service.

3.5. We do not guarantee that our Website, or any content on it, or the Services will always be available or be uninterrupted. Access to our Website and the Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website or the Services for business and operational reasons including for upgrades or maintenance without notice. We will try to give you reasonable notice of any suspension, withdrawal or discontinuance.

3.6. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **4. INTELLECTUAL PROPERTY**

4.1. The Website and its original content, features and functionality are owned by Bitrise and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All such rights are reserved.

4.2. In the course of the Services you provide material (e.g. computer code) to Bitrise. By submitting any material to Bitrise you grant Bitrise a worldwide, royalty-free, non-exclusive, license of all intellectual property rights in any material you provide for us limited to the extent necessary for the provision of the Services. Bitrise will not store, process, transmit or access your code, except as necessary to perform the Services, or as expressly instructed by you. By submitting any material to Bitrise you represent and warrant that you have all rights, power, and authority necessary to grant the rights to such material to Bitrise.

4.3. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

4.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.5. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

4.6. You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

4.7. If you print off, copy or download or otherwise use any part of our Website in breach of these Terms of Service, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **5. THIRD PARTY IP CLAIMS**

5.1 You must notify Bitrise of any claim or action, made or threatened against you by any third party where in the use of the Services (or any part of the Services) by you, you allegedly infringed the Intellectual Property Rights of that third party (“**IPR Claim**”).

5.2. Notification of an IPR Claim must take place within 5 working days following the date you received the IPR Claim via e-mail and telephone on the contact details in Clause 25 below.

5.3. Subject to the provisions of these Terms of Service, Bitrise shall indemnify you and hold you harmless in respect of all damages and reasonable costs (including legal fees) and expenses arising directly from an IPR Claim which is valid and enforceable in the legal jurisdiction in which the IPR Claim is commenced provided that:

(a) you shall not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of Bitrise;

(b) Bitrise shall be entitled at any time to assume exclusive conduct of the IPR Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the IPR Claim);

(c) you shall, at Bitrise's request, cost and expense, give Bitrise all reasonable assistance in connection with the conduct of the IPR Claim;

(d) you give Bitrise prompt notice of any IPR Claim or threatened IPR Claim in accordance with Clause 5.2; and

(e) you take all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 5.

5.4. Clause 5.3 shall not apply to any IPR Claim which arises from any changes, modifications, updates or enhancements made to the Services by any person other than by Bitrise.

5.5. The provisions of Clauses 5.3 to 5.4 inclusive state the entire liability of Bitrise to you in connection with an IPR Claim and shall be your sole and exclusive remedy in that regard.

## **6. PAYMENT AND RENEWAL**

6.1. You may take out a subscription for optional paid services and features (any such services will be referred to as an "Upgrade") through the Website. To place an order for an Upgrade, follow the instructions set out on the Website. During this process you will be able to check and amend any errors before submitting your order to us.

6.2. Your order for the Upgrade is an offer by you to enter into a subscription for the Upgrade with us. We are under no obligation to accept your offer. We will notify you by email if we accept your offer at which point a contract will be formed between us in respect of your Upgrade.

6.3. By selecting an Upgrade you agree to subscribe to such Upgrade and to pay Bitrise the monthly or annual subscription fees indicated on the Website for that Upgrade. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. Upgrade fees are not refundable other than in accordance with Clause 9. As Upgrades are part of the Services these Terms of Service apply to the Upgrades.

6.4. A valid credit card is required for paying subscription fees.

6.5. The service is billed in advance on a monthly or annual basis based on your choice selected on the Website. There will be no refunds or credits for partial use of a month's or year's service, upgrade/downgrade refunds, or refunds for months or years unused with an active account.

6.6. Downgrading your account may cause loss of content, features or capacity. Bitrise does not accept liability for such loss.

## **7. AUTOMATIC RENEWAL**

7.1. Unless you notify Bitrise before the end of the applicable subscription period that you want to cancel an Upgrade, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Upgrades can be cancelled at any time on the Account Settings page. Such cancellation takes effect upon the last day of your applicable subscription period.

## **8. MODIFICATIONS TO THE SERVICES AND PRICES**

8.1 The content available to be provided as part of the Services may change from time to time during your subscription.

8.2 Any new features that augment or enhance the current Services, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Services after any changes to the Services shall constitute your consent to such changes.

8.3. Prices of all Services, including but not limited to fees for the monthly subscription plan for the Services, are subject to change upon 30 days' notice from us. If you do not agree to pay the increased prices, you may terminate this Agreement in accordance with Clause 18.5. Such notice may be provided at any time by e-mail, or by posting the changes to the Website ([www.bitrise.io](http://www.bitrise.io)) or the Services itself.

## **9. CANCELLATION AND REFUNDS FOR CONSUMERS**



9.1. If you are a consumer, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Regulations**") you have the right to cancel your Upgrade, for any reason, within 14 days of the date of your Upgrade (the "**Cooling-off Period**").

9.2. If you wish to exercise your right to cancel in accordance with Clause 9.1, you must contact us to let us know that you are doing so. You may do this by emailing us at [letsconnect@bitrise.io](mailto:letsconnect@bitrise.io). We will send you an acknowledgement of receipt by email.

9.3. If you exercise your right of cancellation in accordance with Clause 9.1, this Agreement will come to an end and we will reimburse to you all payments received from you for your Upgrade. We will make this reimbursement no later than 14 days after the day on which we are informed about your decision to cancel your Upgrade. We will make the reimbursement using the same means of payment you use to pay for your Upgrade, unless you expressly agree otherwise.

9.4. If you wish to use the Upgrade during the Cooling-off Period then you may do so but:

9.4.1. you expressly agree that we may begin to make the Upgrade available to you during the Cooling-Off Period; and

9.4.2. you expressly acknowledge and agree that your right to cancel your Upgrade under the Regulations (as set out in Clause 9.1) will be lost.

## 10. RESPONSIBILITY OF WEBSITE VISITORS

10.1 Bitrise has not reviewed, and cannot review, all the material, including computer software, posted to the Website by you or any other user of the Services, and cannot therefore be responsible for that content, use or effects. By operating the Website, Bitrise does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful.

# 11. PROHIBITED USE OF THE WEBSITE

11.1. You may use our Website only for lawful purposes. You may not use our Website:

(a) in any way that breaches any applicable local, national or international law or regulation;

(b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

(c) for the purpose of harming or attempting to harm minors in any way;

(d) to send, knowingly receive, upload, download, use or re-use any material (including in relation to any of Your Content as defined in Clause 12.2) which does not comply with our content standards set out in Clause 13;

(e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

(f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or

(g) to mine cryptocurrency on the Website or any of the Services.

You also agree:

(h) not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of these Terms of Service;

(i) Not to access without authority, interfere with, damage or disrupt:

- any part of our Website;
- any equipment or network on which our Website is stored;
- any software used in the provision of our Website; or
- any equipment or network or software owned or used by any third party.

## 12. COMMUNITY FORUM

12.1. We may from time to time provide interactive services on our Website, including, without limitation bulletin boards or comment threads, e.g. <https://discuss.bitrise.io> (“Community Forum”).

12.2. You may provide text, links, graphics, photos, videos, or other materials to the Services (“Your Content”) while participating in discussions in our Community Forum. Your profile and materials uploaded or submitted to the Community Forum remain yours. We take no responsibility for and we do not expressly or implicitly endorse any of Your Content.

12.3. By submitting Your Content to the Community Forum you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content. You retain any ownership rights you have in Your Content, but you grant Bitrise the following license to use that Your Content: When Your Content is submitted to the Community Forum, you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display Your Content in all media formats and

channels now known or later developed. You also agree that we may remove metadata associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

12.4. Any ideas, suggestions, and feedback about the services of Bitrise that you provide to us are entirely voluntary, and you agree that we may use such ideas, suggestions, and feedback without compensation or obligation to you.

12.5. We may, in our sole discretion, delete or remove Your Content from the Community Forum at any time and for any reason.

12.6. We are under no obligation to oversee, monitor or moderate any interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

## 13. CONTENT STANDARDS

13.1. These content standards apply to any and all material which you contribute to our Website (including as part of Your Content), and to any interactive services associated with it.

13.2. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

(a) be accurate (where they state facts);

(b) be genuinely held (where they state opinions); and

(c) comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

(d) contain any material which is defamatory of any person;

(e) contain any material which is obscene, offensive, hateful or inflammatory;

(f) promote sexually explicit material;

(g) promote violence;

(h) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(i) infringe any copyright, database right, trade mark or any other right of any other person;

(j) be likely to deceive any person;

(k) be in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

(l) promote any illegal activity;

(m) be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

(n) be likely to harass, upset, embarrass, alarm or annoy any other person;

(o) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

(p) give the impression that they emanate from us, if this is not the case; or

(q) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 14. WEBSITE CONTENT

14.1. The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

14.2. We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

14.3. In addition, you must not misuse our Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

# 15. CONTENT POSTED ON OTHER WEBSITES

15.1. We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Website links, and that link to the Website. Bitrise does not have any control over those external resources, websites and webpages, and is not responsible for their contents or their use. By linking to an external website or webpage, Bitrise does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

# 16. CONFIDENTIALITY

16.1. "Confidential Information" means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after this Agreement by or on behalf of the Discloser to the Recipient in writing, orally, through visual means, or by the Recipient's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the date of this Agreement, owned or controlled by the Discloser. Confidential Information shall include any information which, by its nature, would reasonably be considered to be of a confidential nature either intrinsically or due to the context and circumstances in which it was disclosed.

16.2. "Discloser" means a party disclosing its Confidential Information to the Recipient.

16.3. "Recipient" means a party receiving Confidential Information from the Discloser.

16.4. The Recipient shall protect all Confidential Information which the Discloser provides to it (whether orally, in writing or in any other form) using the same standards as the Recipient applies to its own comparable Confidential Information but in no event less than

reasonable measures. The Recipient may only use Confidential Information for the purposes of this Agreement.

16.5. The Recipient's confidentiality obligations will not apply to information: (i) already known to it at the time of disclosure without restrictions on disclosure; (ii) in the public domain or publicly available other than as a result of a breach of this Agreement; (iii) provided to it by a third party who is under no such obligation of confidentiality; or (iv) independently developed by the Recipient. The Recipient may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements. If any court, regulatory authority or legal process requires the Recipient to disclose information covered by this confidentiality obligation, then the Recipient may make any such disclosure, provided that the Recipient will, if permitted by law, advise the Discloser promptly of any such requirement and cooperate, at the Discloser's expense, in responding to it.

16.6. This Clause 16 shall remain in full force and effect notwithstanding any termination of this Agreement.

## 17. PERSONAL DATA

17.1. In the course of providing the Services Bitrise acts as a data controller concerning the personal data of users, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"). For details on the data processing activities see the Bitrise Privacy Notice which can be accessed at <https://www.bitrise.io/privacy>.

17.2. Material uploaded to the site (e.g. computer code) cannot include the personal data (as defined in the GDPR) of third parties. In case you wish to upload material to the site that does include the personal data of third parties you must obtain the prior consent of Bitrise before doing so.



# 18. SUSPENSION AND TERMINATION

18.1. We shall terminate your Upgrade at any time with immediate effect without refunding or compensating you by giving written notice to you if you fail to pay any amount due under these Terms of Service on the due date for payment.

18.2. We may, at our option, suspend access to the Services or Website or terminate your Upgrade at any time with immediate effect without refunding or compensating you by giving written notice to you if:

18.2.1. you breach these Terms of Service (save for non-payment which shall be dealt with under in Clause 18.1), although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days; or

18.2.2. we reasonably believe that your use of the Services is infringing or is likely to infringe any third party rights or you are in any other way committing fraudulent activity in the use of the Services.

18.3. We may also suspend or terminate your access to the Website or the Services at any time with immediate effect if we cannot provide the Website or the Services to you due to technical or operational reasons outside of our control. In the case of such termination or such suspension lasting more than 30 calendar days, we shall refund you, on a pro rata basis, the prices paid by you for any Upgrade that are for the portion of your Upgrade remaining after termination, or suspension of your Upgrade occurs.

18.4. We may cancel your access to the Services at any time by giving you at least 7 days' notice in writing. If we exercise this right, we shall refund you, on a pro rata basis, the prices paid by you that are for the portion of your Upgrade remaining after termination of your Upgrade occurs.

18.5. If you wish to terminate this Agreement and you do not have any account registered on the Website you may simply discontinue using the Website and thereby terminate this Agreement.

If you wish to terminate this Agreement and you have any account registered on the Website you must delete your account on the Account Settings page in order to terminate this Agreement.

If you wish to terminate this Agreement and you have any account registered on the Website and you have signed up for subscription services you can do so by deleting your account on the Account Settings page in order to terminate this Agreement. The termination will take effect with the deletion of your Account.

18.6. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, confidentiality, indemnity and limitations of liability.

## 19. DISCLAIMER OF WARRANTIES

19.1 If you are a business customer, the Website and the Services are provided "as is". Bitrise and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Bitrise nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or Services through, the Website at your own discretion and risk. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

## **20. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS**

20.1. Nothing in these Terms of Service excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

20.2. Subject to Clause 20.1, in no event will Bitrise, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the greater of (a) fees paid by you to Bitrise under this Agreement during the twelve (12) month period prior to the cause of action, or (b) 1,000 Euros. Bitrise shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **21. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER**

21.1 If we fail to comply with these Terms of Service, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Service or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms of Service.

21.2. We do not exclude or limit our liability for:

21.2.1. death or personal injury caused by our negligence;

21.2.2. fraud or fraudulent misrepresentation; or

21.2.3. any implied warranties, remedies or other liabilities not permitted to be excluded or limited under section 47 of the Consumer Rights Act 2015.

21.3. You agree that you shall be responsible to us for any losses that we suffer as a consequence of any breach by you of these Terms of Service.

21.4. If you use the Services or the Website for any commercial, business or re-sale purposes then:

21.4.1. you will be in breach of these Terms of Service; and

21.4.2. we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

21.5. If the Services are defective and as a result the Services damage a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements as advised by us.

21.6. Our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms of Service, whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, shall not exceed an amount equal to the greater of (i) fees paid by you to Bitrise under this Agreement during the twelve (12) month period prior to the cause of action, or (ii) 1,000 Euros.

21.7. This clause 21 shall survive termination or expiry of these Terms of Service.

## 22. GENERAL REPRESENTATION AND WARRANTY

22.1. You acknowledge and agree that (i) your use of the Website will be in strict accordance with the Bitrise Privacy Notice (which can be accessed here <https://www.bitrise.io/privacy>), with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## 23. GOVERNING LAW

23.1. Subject to overriding provisions of mandatory laws of the jurisdiction of your domicile, this Agreement (and any further rules, policies, or guidelines incorporated by reference), and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales.

23.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). However, if you are a consumer you may have the right to claim jurisdiction in the country in which you reside.

24.1. Each of the Clauses of these Terms of Service operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

24.2. If we fail to insist that you perform any of your obligations under these Terms of Service, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## 25. CONTACTING US

If you have any questions about these Terms of Service, please contact us at:

Bitrise, Ltd

<https://www.bitrise.io>

Bitrise, Ltd. 3 Waterhouse Square, 138-142 Holborn, London, England, EC1N 2SW

[letsconnect@bitrise.io](mailto:letsconnect@bitrise.io)

## LAST MODIFIED

This Agreement was last modified on 17. October, 2018. (Address and contact information in Sections 2.1 and 25 updated on 20 February, 2020.)