Stack Exchange Network Terms of Service

A Note from the Team

The Stack Exchange Network is the easiest way to get expert answers to your questions. We created it to give everyone a chance to be recognized by their peers: recognized for their knowledge, their passion, and their willingness to help others get better at the things they are passionate about. We do ask that you treat our service and community with respect. Spam, personal attacks, and abusive language do not have a place on the Stack Exchange Network. If you ever stumble across anything on the Stack Exchange Network that looks like it violates our policies, please be sure to let us know.

Accepting the Terms of Service

The Stack Exchange Network (the "Network") is a set of related Internet sites and other applications for questions and answers, owned and operated by Stack Exchange Inc. ("Stack Exchange"), a Delaware corporation. Please read these terms of service ("Agreement") carefully before using the Network or any services provided on the Network (collectively, "Services"). By using or accessing the Services, you agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, do not use the Services. The Services are accessed by You (“Subscriber” or “You”) under the following terms and conditions:

1. Access to the Services

Subject to the terms and conditions of this Agreement, Stack Exchange may offer to provide the Services, as described more fully on the Network, and which are selected by Subscriber, solely for Subscriber’s own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Stack Exchange performs for Subscriber, as well as the offering of any Content (as defined below) on the Network. Stack Exchange may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Stack Exchange may also impose limits on certain features and services or restrict Subscriber’s access to parts or all of the Services without notice or liability. Stack Exchange reserves the right, at its discretion, to modify these Terms of Service at any time by posting revised Terms of Service on the Network and by providing notice via e-mail, where possible, or on the Network. Subscriber shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by Subscriber following such modification constitutes Subscriber’s acceptance of the terms and conditions of this Agreement as modified.

Subscriber certifies to Stack Exchange that Subscriber is an individual (i.e., not a corporate entity) at least 13 years of age. No one under the age of 13 may provide any personal information to or on Stack Exchange (including, for example, a name, address, telephone number or email address). Subscriber also certifies that they are legally permitted to use the Services and access the Network, and takes full responsibility for the selection and use of the Services and access of the Network. This Agreement is void where prohibited by law, and the right to access the Network is revoked in such jurisdictions. Stack Exchange makes no claim that the Network may be lawfully viewed or that Content may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If You access the Network from outside the United States, You do so at Your own risk and You are responsible for compliance with the laws of Your jurisdiction.

Stack Exchange will use reasonable efforts to ensure that the Network and Services are available twenty-four hours a day, seven days a week. However, there will be occasions when the Network and/or Services will be interrupted for maintenance, upgrades and repairs or due to failure of telecommunications links and equipment. Every reasonable step will be taken by Stack Exchange to minimize such disruption where it is within Stack Exchange’s reasonable control.

You agree that neither Stack Exchange nor the Network will be liable in any event to You or any other party for any suspension, modification, discontinuance or lack of availability of the Network, the service, any Subscriber Content, or other Content.

Stack Exchange retains the right to create limits on use and storage in its sole discretion at any time with or without notice.

Subscriber shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Network or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. Subscriber shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

2. Network Content

The Network and its contents are intended solely for the use of the Network Subscribers and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Network, including, but not limited to text, graphics, logos, tools, photographs, images, illustrations, software or source code, audio and video, and animations (collectively, "Content") (other than Content posted by Subscriber ("Subscriber Content")) are the property of Stack Exchange and/or third parties and are protected by United States and international copyright laws.

The Stack Exchange API shall be used solely pursuant to the terms of the API Terms of Use.

All trademarks, service marks, and trade names are proprietary to Stack Exchange and/or third parties. Subscriber shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services.

The Network is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. Other than as expressly set forth in this Agreement, Subscriber may not copy, modify, publish, transmit, upload,
participate in the transfer or sale of, reproduce (except as provided in this Agreement), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

Subscriber may download or copy the Content, and other items displayed on the Network for download, for personal use, provided that Subscriber maintains all copyright and other notices contained in such Content.

From time to time, Stack Exchange may make available compilations of all the Subscriber Content on the Network (the "Creative Commons Data Dump"). The Creative Commons Data Dump is licensed under the Creative Commons Attribution Share Alike license. By downloading The Creative Commons Data Dump, You agree to be bound by the terms of that license.

Any other downloading, copying, or storing any Content (other than Subscriber Content or Profile Content that is available via the Stack Exchange API) for other than personal, noncommercial use is expressly prohibited without prior written permission from Stack Exchange, or from the copyright holder identified in such Content's copyright notice. In the event You download software from the Network (other than Subscriber Content or Profile Content that is available via the Stack Exchange API), the software, including any files, images incorporated in or generated by the software, and the data accompanying the software (collectively, the "Software") is licensed to You by Stack Exchange or third party licensors for Your personal, noncommercial use, and no title to the Software shall be transferred to You. Stack Exchange or third party licensors retain full and complete title to the Software and all intellectual property rights therein.

3. Subscriber Content
You agree that all Subscriber Content that You contribute to the Network is perpetually and irrevocably licensed to Stack Exchange under the Creative Commons Attribution Share Alike license. You grant Stack Exchange the perpetual and irrevocable right and license to use, copy, cache, publish, display, distribute, modify, create derivative works and store such Subscriber Content and, except as otherwise set forth herein, to allow others to do so in any medium now known or hereinafter developed ("Content License") in order to provide the Services, even if such Subscriber Content has been contributed and subsequently removed by You. Subscriber warrants, represents and agrees Subscriber has the right to grant Stack Exchange and the Network the rights set forth above. Subscriber represents, warrants and agrees that it will not contribute any Subscriber Content that (a) infringes, violates or otherwise interferes with any copyright or trademark of another party; (b) reveals any trade secret, unless Subscriber owns the trade secret or has the owner’s permission to post it; (c) infringes any intellectual property right of another or the privacy or publicity rights of another; (d) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party. (e) contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or (f) remains posted after Stack Exchange has been notified that such Subscriber Content violates any of sections (a) to (e) of this sentence. Stack Exchange reserves the right to remove any Subscriber Content from the Network, re-post to the Network any Subscriber Content removed by any Subscriber or former Subscriber, suspend or terminate Subscriber’s right to use the Services at any time, or pursue any other remedy or relief available to Stack Exchange and/or the Network under equity or law, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Subscriber Content or if Stack Exchange is concerned that Subscriber may have breached the immediately preceding sentence), or for no reason at all.

In the event that You post or otherwise use Subscriber Content outside of the Network or Services, with the exception of content entirely created by You, You agree that You will follow the attribution rules of the Creative Commons Attribution Share Alike license as follows:

a. You will ensure that any such use of Subscriber Content visually displays or otherwise indicates the source of the Subscriber Content as coming from the Stack Exchange Network. This requirement is satisfied with a discreet text blurb, or some other unobtrusive but clear visual indication.

b. You will ensure that any such Internet use of Subscriber Content includes a hyperlink directly to the original question on the source site on the Network (e.g., http://stackoverflow.com/questions/12345)

c. You will ensure that any such use of Subscriber Content visually display or otherwise clearly indicate the author names for every question and answer so used.

d. You will ensure that any such use of Internet Subscriber Content Hyperlink each author name directly back to his or her user profile page on the source site on the Network (e.g., http://stackoverflow.com/users/12345/username), directly to the Stack Exchange domain, in standard HTML (i.e. not through a Tinyurl or other such indirect hyperlink, form of obfuscation or redirection), without any "nofollow" command or any other such means of avoiding detection by search engines, and visible even with JavaScript disabled.

Profile Content
Profile Content is information about you (a Subscriber) that is contributed by you or inferred about you by your activity. Profile Content includes, but is not limited to, display names, reputation scores, avatars, your role and company, and other user generated content found on a Subscriber's profile such as "About Me" content.

Profile Content that is available via the Stack Exchange API ("API Profile Content") is perpetually and irrevocably licensed to Stack Exchange and its Subscribers under the Creative Commons Attribution Share Alike license

Profile Content that is NOT available via the Stack Exchange API ("Personal Profile Content") cannot be used for any commercial purpose, individually or in aggregate, or be republished without the explicit consent of the author of such Personal Profile Content or the explicit consent of Stack Exchange.

Stack Exchange reserves the right to exclude Content, including Profile Content, from the Stack Exchange API at any time without prior notice. Additionally, no Profile Content, including API Profile Content, may be used in any way that implies a user is affiliated with, has signed up for, or is in any way associated with a third party without explicit permission from Stack Exchange or the user.

4. Restrictions
Subscriber is responsible for all of its activity in connection with the Services and accessing the Network. Any fraudulent, abusive, or otherwise illegal activity or any use of the Services or Content in violation of this Agreement may be grounds for termination of Subscriber’s right to Services or to access the Network. Subscriber may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Network or Service user.

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Use of the Network or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. Under no circumstances will Subscriber use the Network or the Service to (a) send unsolicited e-mails, bulk mail, spam or other materials to users of the Network or any other individual, (b) harass, threaten, stalk or abuse any person or party, including other users of the Network, (c) create a false identity or to impersonate another person, or (d) knowingly post any false, inaccurate or incomplete material, or (e) copy, download, or scrape any Personal Profile Content for the purpose of indexing software engineers, social recruiting, sourcing, employment-related services, compiling databases of employment solicitation targets, providing content for a hiring platform without the express permission of Stack Exchange or the User.

When accessing the askubuntu.com, meta.askubuntu.com, or chat.askubuntu.com sites (“AskUbuntu”), Subscriber will also abide by the most current Ubuntu Code of Conduct, which can be found at http://www.ubuntu.com/community/conduct, and is hereby incorporated by reference, but solely with regard to AskUbuntu.

5. Warranty disclaimer

Stack Exchange has no special relationship with or fiduciary duty to Subscriber. Subscriber acknowledges that Stack Exchange has no control over, and no duty to take any action regarding: which users gains access to the Network; which Content Subscriber accesses via the Network; what effects the Content may have on Subscriber; how Subscriber may interpret or use the Content; or what actions Subscriber may take as a result of having been exposed to the Content. Much of the Content of the Network is provided by and is the responsibility of the user or subscriber who posted the Content. Stack Exchange does not monitor the Content of the Network and takes no responsibility for such Content. Subscriber releases Stack Exchange from all liability for Subscriber having acquired or not acquired Content through the Network. The Network may contain, or direct Subscriber to sites containing, information that some people may find offensive or inappropriate. Stack Exchange makes no representations concerning any content contained in or accessed through the Network, and Stack Exchange will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Network.

Although Stack Exchange and the Network will make reasonable efforts to store and preserve the material residing on the Network, neither Stack Exchange nor the Network is responsible or liable in any way for the failure to store, preserve or access Subscriber Content or other materials you transmit or archive on the Network. You are strongly urged to take measures to preserve copies of any data, material, content or information you post or upload on the Network.

The Services, Content, Network and any Software are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Stack Exchange makes no representations or warranties of any kind with respect to the Network, the Services, including any representation or warranty that the use of the Network or Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, (d) be free of viruses or other harmful components.

To the fullest extent allowed by law, Stack Exchange disclaims any liability or responsibility for the accuracy, reliability, availability, completeness, legality or operability of the material or services provided on this Network. By using this Network, you acknowledge that Stack Exchange is not responsible or liable for any harm resulting from (1) use of the Network; (2) downloading or uploading information contained on the Network including but not limited to downloads of content posted by subscribers; (3) unauthorized disclosure of images, information or data that results from the upload, download or storage of content posted by subscribers; (4) the temporary or permanent inability to access or retrieve any Subscriber Content from the Network, including, without limitation, harm caused by viruses, worms, trojan horses, or any similar contamination or destructive program.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to Subscriber.

6. Third party websites

Users of the Network may gain access from the Network to third party sites on the Internet through hypertext or other computer links on the Network. Third party sites are not within the supervision or control of Stack Exchange or the Network. Unless explicitly otherwise provided, neither Stack Exchange nor the Network make any representation or warranty whatsoever about any third party site that is linked to the Network, or endorse the products or services offered on such site. Stack Exchange and the Network disclaim: (a) all responsibility and liability for content on third party websites and (b) any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) You might be requested to give any third party, and You hereby irrevocably waive any claim against the Network or Stack Exchange with respect to such sites and third party content.

7. Registration and security

As a condition to using Services, Subscriber may be required to register with Stack Exchange and select a password and profile name. Subscriber shall provide Stack Exchange with accurate, complete, and updated registration information, including Subscriber’s e-mail address. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of Subscriber’s account. Subscriber may not (a) select or use as a profile name a name of another person with the intent to impersonate that person; or (b) use as a profile name a name subject to any rights of a person other than Subscriber without appropriate authorization. Stack Exchange reserves the right to refuse registration of, or cancel a profile name in its discretion. Subscriber shall be responsible for maintaining the confidentiality of Subscriber’s password. Subscriber is solely responsible for any use of or action taken under Subscriber’s password and accepts full responsibility for all activity conducted through Subscriber’s account and agrees to and hereby releases the Network and Stack Exchange from any and all liability concerning such activity. Subscriber agrees to notify Stack Exchange immediately of any actual or suspected loss, theft, or unauthorized use of Subscriber’s account or password. The Network will take reasonable security precautions when using the internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data communications by unauthorized persons or entities.

8. Indemnity

Subscriber will indemnify and hold Stack Exchange, its directors, officers, employees, agents, consultants, contractors, partners, vendors and service providers (including, without limitation, hosting and telecommunications providers) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of Subscriber’s access to the Network, use of the Services, the violation of
this Agreement by Subscriber, or the infringement by Subscriber, or any third party using the Subscriber’s account, of any intellectual property or other right of any person or entity.

9. Limitation of liability
In no event shall Stack Exchange, its directors, officers, shareholders, employees, members, agents, consultants, contractors, partners, vendors and service providers (including, without limitation, hosting and telecommunications providers) be liable with respect to the Network or the Services for (a) any indirect, incidental, punitive, or consequential damages of any kind whatsoever; (b) damages for loss of use, profits, data, images, Subscriber Content or other intangibles; (c) damages for unauthorized use, non-performance of the Network, errors or omissions; or (d) damages related to downloading or posting Content. Stack Exchange’s and the Network’s collective liability under this agreement shall be limited to three hundred United States Dollars. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to Subscriber.

10. Fees and payment
Some of the Services require payment of fees. All fees are stated in U.S. dollars. Subscriber shall pay all applicable fees, as described on the Network in connection with such Services selected by Subscriber, and any related taxes or additional charges. All fees are non-refundable unless expressly stated otherwise on the Network. Subscriber represents to Stack Exchange that Subscriber is the authorized account holder or an authorized user of the chosen method of payment used to pay for the paid aspects of the Services. All fee-based Services and virtual goods are provided “AS IS” with no warranties of any kind. Stack Exchange may modify and/or eliminate such fee-based Services at its discretion. Stack Exchange may share your personal information, including credit card information for certain transactions in accordance with our Privacy Policy. Subscriber understands and agrees that the payment for virtual goods grants Subscriber a limited license to use the virtual goods as specified on the Network.

Stack Exchange may change its prices at any time but will provide you reasonable notice of any such changes by posting the new prices on the Network and by sending you email notification. If you do not wish to pay the new prices, you may cancel the services prior to the change going into effect.

11. Termination
Either party may terminate the Services at any time by notifying the other party by any means. Stack Exchange may also terminate, block, or suspend any and all Services and access to the Network immediately, without prior notice or liability, in its sole discretion, for any reason or no reason at all, including but not limited to any Subscriber breaches of any of the terms or conditions of this Agreement. Upon termination of Subscriber’s account, Subscriber’s right to use the Services, access the Network, and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of Your access to and use of the Network and the Services shall not relieve Subscriber of any obligations arising or accruing prior to such termination or limit any liability which Subscriber otherwise may have to Stack Exchange or the Network, including without limitation any indemnification obligations contained herein.

12. Privacy
Please review our Privacy Policy, which governs the use of personal information on the Network and to which Subscriber agrees to be bound as a user of the Network.

13. Miscellaneous
This Agreement (including the Privacy Policy), as modified from time to time, constitutes the entire agreement between You, the Network and Stack Exchange with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. Stack Exchange shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Stack Exchange’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicenseable by Subscriber except with Stack Exchange’s prior written consent. Stack Exchange may assign this Agreement in whole or in part at any time without Subscriber’s consent. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to the conflict of laws provisions thereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Subscriber does not have any authority of any kind to bind Stack Exchange in any respect whatsoever. Any notice to the Network that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to team@stackexchange.com or when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Stack Exchange Inc., 110 William St, 28th Floor, New York, NY, 10038, Attn: Legal Dept.

14. Community Moderators
Stack Exchange periodically appoints and elects moderators from the community. These moderators are bound by the Community Moderator Agreement (example).

15. Copyright Policy
Stack Exchange has adopted the following policy toward copyright infringement with respect to the Network in accordance with the Digital Millennium Copyright Act. The address of Stack Exchange’s Designated Agent for copyright takedown notices (“Designated Agent”) is listed below.

Reporting Copyright Infringements
If You believe that content residing or accessible on the Network infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address below (all received notices will be posted in full to Lumen):

1. Identification of the work or material being infringed.

https://stackexchange.com/legal
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Stack Exchange is capable of finding and verifying its existence.
3. Contact information about the notifying party (the Notifying Party), including name, address, telephone number and e-mail address.
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
6. The Notifying Party’s physical or electronic signature.

After the Designated Agent receives notification of an alleged infringement that meets all of the requirements above, Stack Exchange shall:

1. Disable access to or remove material that it has a reasonable, good faith belief is copyrighted material that has been illegally copied and distributed by any subscriber to the Network.
2. Stack Exchange will then immediately notify the subscriber responsible for the allegedly infringing material (the Offending Subscriber) that it has removed or disabled access to the material.
3. Stack Exchange reserves the right, at its discretion, to immediately terminate the account of any subscriber who is the subject of repeated takedown notices.

Filing Copyright Counterclaims

A subscriber who believes they are the wrongful subject of a copyright takedown notice may file a counter notification with Stack Exchange by providing the following items in writing to the Designated Agent at the address below (all received notices will be posted in full to Lumen):

The specific URLs of material that Stack Exchange has removed or to which Stack Exchange has disabled access.
User’s name, address, telephone number, and email address.
A statement that User consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or New York County, New York if your address is outside of the United States), and that User will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
User’s signature.

Upon receipt of a counterclaim, Stack Exchange will forward it to the party who submitted the original copyright infringement claim. The original complainant will then have 10 days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Stack Exchange does not receive any such notification within 10 days, we may restore the material to the Network.

Designated Agent
Attn: Copyright Agent
Stack Exchange Inc.
110 William St, 28th Floor
New York, NY 10038

Tel: +1 (212) 232-8280
Fax: +1 (212) 785-4578
Email: dmca@stackexchange.com

16. Government Users

If you are a U.S. government user or otherwise accessing or using any Stack Exchange service in a U.S. government capacity, this Amendment to the Stack Exchange Network Terms of Service shall apply to you.

Thank you!