Library of Code, Inc — Platform

Terms of Service

Version 1.0 · Effective: November 2, 2026

These Terms of Service ("TOS," "Terms") are an agreement between **Library of Code, Inc.** ("Library of Code," "LOC," "we," "us," "our"), a Wyoming nonprofit corporation, and you ("you," "your," "member") governing your use of the **Library of Code Platform** ("the Platform"). The Platform means every service we make available to members through a Library of Code identity, including:

- **LOCID** — your Library of Code account and single sign-on identity;
- **Cloud Services (CSG2)** — our cloud hosting platform; and
- **Library of Code Google Workspace accounts** — Workspace accounts we may issue to members;

together with any other service we offer through your LOCID from time to time (each a "Service"). By creating a LOCID, requesting or using any Service, you agree to these Terms. If you do not agree with any part of these Terms, do not use the Platform. These Terms are legally binding.

In these Terms, **"Staff"** means anyone who acts for Library of Code, whether paid or unpaid, including its officers, governors, and volunteers.

Changes to these Terms. We may update these Terms. For material changes we will make reasonable efforts to notify you (for example, via Discord or email) before they take effect, and we may require you to accept the updated Terms to continue using the Platform. Continued use after changes take effect constitutes acceptance. Changes do not apply to any dispute of which either party had notice before the change took effect.

Section 1: Your Account (LOCID)

1. **Eligibility.** You must be at least **13 years old** to use the Platform. If you are 13 or older but under the age of majority where you live, your parent or legal guardian must review and agree to these Terms on your behalf, and is responsible for your use of the Platform. We may suspend or delete accounts of users who do not meet these requirements. You may not use the Platform if you are located in, or a resident of, a country or region subject to comprehensive U.S. sanctions, or if you are on a U.S. government restricted-party list. You must also be old enough to use our chat platform in your country.
2. **One account per person.** Your LOCID is personal to you. You may not share, transfer, or allow another person to use your account, except where we expressly grant shared access. You are responsible for keeping your credentials secure and for all activity under your account.
3. **Review and approval.** Creation of an account, and access to any Service or capability, may be subject to review and approval, and may be declined, limited, suspended, or revoked at our discretion.
4. **Identity verification.** For certain higher-risk capabilities, or if your account is flagged, we may require you to verify your identity through our identity-verification provider before granting or continuing access, as described in the Privacy Policy. Declining verification means we will not grant the capability that requires it.
5. **Inactivity.** Inactive accounts and Services may be deactivated or deleted after a period of inactivity that we determine.

6. **No re-registration after removal.** If we have suspended, banned, or deleted your account for a violation, you may not create a new account or use the Platform through another person's account without our written permission.
7. **Closing your account.** You may close your account at any time by contacting us through our help desk at https://loc.sh/cs-help or our other official support channels. Closing your LOCID ends your access to every Service; your hosted environments and issued accounts are removed, and our records relating to your account are retained as described in the Privacy Policy.

Section 2: The Platform and Services

1. You acknowledge that the Platform and the systems it runs on are owned, leased, or controlled by Library of Code, Inc. and are not a public forum.
2. **You acknowledge that the Platform is provided free of charge, and that you have no entitlement to it or to any Service.**
    1. The Platform is provided **"as is" and "as available."** We make no guarantee of uptime, continuity, support, or fitness for any purpose, and we provide **no warranty of any kind** (see Section 8.2).
    2. **We may suspend, lock, deactivate, or delete your account, any Service, your resources, or your data at any time, for any reason or no reason, with or without notice.** Access to the Platform is a privilege extended at our discretion, not a right.
    3. We reserve the right to make the Platform, or any Service or part of it, a paid service in the future.
    4. You must not sell, trade, exchange, or commercially exploit any part of the Platform, or impersonate Library of Code or its systems.
3. Individual Services may have additional rules set out in these Terms (Sections 5 and 6) or communicated to you when you are granted access. Those rules form part of these Terms.

Section 3: Data, Monitoring, and Records

1. You acknowledge that Library of Code operates the Platform's underlying infrastructure and that Staff therefore have the technical ability to access, inspect, copy, modify, or delete data on the Platform, and to observe activity. Routine access to member data and logs is limited to Staff in the functions responsible for operating and securing the Platform; other Staff do not have routine access, though officers and governors may review relevant records when needed to decide an appeal, respond to legal process, or handle a specific security or abuse matter. **Do not treat anything on the Platform as private from Library of Code.**
    1. We access member data for legitimate purposes: operating and maintaining the Platform, enforcing these Terms, investigating security incidents or abuse, responding to your support requests, and complying with law.
2. You acknowledge that activity on the Platform **is logged and monitored**, including authentication and sign-in events, network activity, and — for Cloud Services — remote-access sessions and activity within your hosted environment, as described in the Privacy Policy and Section 5. Some monitoring capabilities may not be active for all members at all times.
3. **You acknowledge that we retain our records — including account records, logs, session records, and correspondence — for as long as we operate the Platform, including after suspension, termination, or deletion of your account**, for operational, security, abuse-prevention, legal, and audit purposes, as described in the Privacy Policy. Deleting your account or a Service removes your hosted environments

and issued accounts; it does not delete our records. Your rights to request deletion of personal data are described in the Privacy Policy.

4. You acknowledge that data is stored in the **United States** and in **Helsinki, Finland**, and may be transferred between those regions and processed by our service providers as described in the Privacy Policy.
5. **You consent to our disclosing** account, activity, and content information when we reasonably believe disclosure is required by law or valid legal process, is required to report unlawful content involving minors, or is necessary to protect the safety, rights, or property of Library of Code, our members, or the public. We limit any such disclosure to what is reasonably necessary.
6. Our **Privacy Policy** explains how we handle personal data. It is provided for transparency and does not expand our obligations or your remedies beyond those in these Terms and applicable law. If these Terms and any other document conflict, these Terms control, except where data-protection law requires otherwise.

Section 4: Acceptable Use (all Services)

1. You are responsible for all content you store, host, send, or publish through the Platform, for having the rights to it, and for ensuring it is lawful. We reserve the right to disapprove and remove any content. If you store or host personal data about other people, you are responsible for it and for having a lawful basis and any required notices; we process it only to provide the Platform.
    1. Pornographic, sexually explicit, or other adult content is prohibited.
    2. **Any content that sexualizes, exploits, or endangers a minor results in immediate permanent removal from all Library of Code systems and reporting to the appropriate authorities, as required by law. There is no appeal for this category.**
    3. Malware, or any data or service intended to harm other members, the Platform, or any other system, is prohibited and may result in immediate suspension or permanent removal from all our systems.
    4. Spam, fraud, phishing, harassment, and deceptive impersonation of Library of Code or its systems are prohibited.
2. You must respect the terms of service, EULA, or other governing agreement of any third-party organization, service, or system you interact with through the Platform. A violation of a third party's agreement that takes place on our Platform is also a violation of these Terms.
3. You must also comply with the acceptable-use rules of our infrastructure and service providers as we communicate them to you.
4. **Copyright (DMCA).** We respond to notices of alleged copyright infringement under the U.S. Digital Millennium Copyright Act. Send notices to our designated agent: Library of Code, Inc., 30 N Gould St, Ste 21543, Sheridan, WY 82801, USA · +1 (307) 655-1355 · executive@libraryofcode.org. We may remove allegedly infringing content and will terminate the accounts of repeat infringers in appropriate circumstances.
5. You retain ownership of and copyright in the content you upload or create on the Platform. You grant us the limited rights necessary to host, operate, and provide the Platform, to exercise the access described in Section 3, and to retain copies as described in the Privacy Policy.
6. If you send us suggestions or feedback about the Platform, you grant us a perpetual, royalty-free right to use it without obligation to you.

Section 5: Cloud Services (CSG2)

This Section applies when you use Cloud Services (CSG2), our cloud hosting platform.

1. **Shared capacity, isolated environments.** Cloud Services runs on shared underlying computing and network capacity. **What is shared is capacity only.** The Service is designed so that your storage, files, and hosted environment are isolated from other members, and we do not give other members access to them. Content you choose to publish through the Service (for example, a website or bot), and anything you share in community or chat channels, will be visible to others. Isolation is not guaranteed (see Section 8.3).
2. **Resource limits.** You must not exceed the resource limits (CPU, memory, storage, bandwidth) of your tier. Current tier limits are available through our help desk at https://loc.sh/cs-help or our other official support channels. We may throttle, suspend, or reclaim resources that exceed your tier or degrade the Service for others, and may change the resources available to you at any time.
3. **Prohibited workloads.** Cryptocurrency mining and other workloads that consume resources abusively or disproportionately are prohibited unless Library of Code has expressly permitted them **in writing** for your account. If you have not received written permission from us, you do not have an exception.
4. **Your account is for you.** You may host projects that others use, but you may not resell, sublet, or provide hosting or accounts to others, or operate the account on behalf of an organization unless we have granted an organizational account. Contact us through our help desk at https://loc.sh/cs-help or our other official support channels for more information.
5. **Monitoring and session recording.** In addition to Section 3, activity within your hosted environment is logged and monitored, including processes and network connections. **Remote-access sessions may be recorded, including the commands you enter and the output displayed.** Recordings can capture anything shown or typed in a session, including file contents and secrets; we attempt to filter secrets from recordings but cannot guarantee it, so avoid typing secrets on the command line.
6. **No backups.** We do not back up your hosted environment, and we take no responsibility for damage to or loss of your files or data. Do not keep the only copy of anything important on the Service. Content captured in session records and logs is retained with those records, not deleted with your environment.
7. **Higher-risk capabilities.** Certain capabilities (for example, VPN tunnel access) may require identity verification under Section 1.4 and may carry additional conditions we communicate to you when granting them.

Section 6: Library of Code Google Workspace Accounts

This Section applies if we issue you a Library of Code Google Workspace account.

1. Workspace accounts are issued at our discretion, remain the property of Library of Code, and may be suspended, reset, or deleted by us at any time, including when your membership or role ends.
2. The account is administered by Library of Code. **Administrators can access, search, export, reset, or delete the account and its contents.** Do not treat anything in a Library of Code Workspace account as private from Library of Code.
3. Your use of the account is also subject to Google's terms and acceptable-use policies, and to Section 4 of these Terms.
4. Use the account for Library of Code purposes. You may not use it to register for unrelated third-party services as a personal account, or in any way that implies Library of Code's endorsement without authorization.

Section 7: Security and Access

1. Any form of attempted or actual unauthorized access — to another member's account, resources, or data, or to Library of Code systems — including circumventing security controls, quotas, or the isolation

between members, is strictly prohibited and may result in immediate suspension or a permanent ban from all our systems.

2. **Good-faith security research.** If you discover a vulnerability, report it promptly and privately to it@libraryofcode.org, stop testing once you can demonstrate the issue, and do not access, alter, retain, or disclose other members' data, and do not publicly disclose the issue until we have fixed it or agreed in writing. If you follow these rules, we will not treat the activity that led to your report as a violation of these Terms or pursue legal action against you for it. Any testing after your report requires our written authorization. This does not bind third parties, including our infrastructure providers.

Section 8: Legal

1. **Indemnification.** To the extent permitted by law, you will indemnify and hold Library of Code, Inc. and its Staff harmless from claims, damages, and reasonable costs arising from your content, your use of the Platform in breach of these Terms, or your violation of law or third-party rights. We may control the defense of any such claim at our option.
2. **Disclaimer of warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE PLATFORM WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR FREE OF DATA LOSS.
3. **Exclusion of liability.** EXCEPT FOR LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW: THE PLATFORM IS PROVIDED FREE OF CHARGE, AND LIBRARY OF CODE AND ITS STAFF WILL HAVE NO LIABILITY WHATSOEVER ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS — INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, AND ANY LOSS OF DATA, PROFITS, OR GOODWILL — ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH THE PLATFORM IS TO STOP USING IT. Where liability cannot be excluded, it is limited to the maximum extent permitted, and our aggregate liability will not exceed the greater of the amount you paid us for the Platform in the 12 months preceding the claim or **US $1.00**. Staff are intended third-party beneficiaries of Sections 8.1, 8.3, and 8.6.
4. **Governing law and venue.** These Terms are governed by the laws of the State of Wyoming, USA, without regard to conflict-of-law rules. Any dispute arising out of or relating to the Platform or these Terms will be brought exclusively in the state or federal courts located in Wyoming, and you consent to their personal jurisdiction and venue. Either party may instead bring an individual claim in the small-claims court of Sheridan County, Wyoming, if it qualifies.
5. **Informal resolution first.** Before filing any claim, you agree to contact us at executive@libraryofcode.org with a description of the dispute and give us 30 days to try to resolve it informally.
6. **Class-action and jury-trial waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND LIBRARY OF CODE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER (OR AGAINST STAFF) **ONLY IN AN INDIVIDUAL CAPACITY**, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING, AND YOU AGREE NOT TO SEEK, AND TO OPT OUT OF, ANY SUCH PROCEEDING. **YOU AND LIBRARY OF CODE EACH WAIVE ANY RIGHT TO A JURY TRIAL.** The class-action waiver and the jury-trial waiver are independent; if one is found unenforceable, the other remains in effect. If any part of this section is found unenforceable as to a particular claim, it is severed only as to that claim, and the remainder of this section and these Terms remains in effect.

7. **Consumers.** If you are a consumer in the EU/EEA, the United Kingdom, or any other country whose mandatory consumer laws apply to you, Sections 8.1, 8.3, 8.4, and 8.6 apply only to the extent permitted by those laws, and nothing in these Terms deprives you of their protection or of your right to bring proceedings in the courts of your country of residence.
8. **Time limit on claims.** To the extent permitted by law, any claim arising out of or relating to the Platform or these Terms must be brought within one year after it arises.
9. **Assignment.** We may assign these Terms to a successor organization. You may not assign them or your account.
10. **Notices.** You agree to receive notices from us electronically, via email to the address on your account or through our chat platform. Legal notices to us must be sent to Library of Code, Inc., 30 N Gould St, Ste 21543, Sheridan, WY 82801, USA, with a copy to executive@libraryofcode.org.
11. **Severability.** If any provision of these Terms is found unenforceable, the rest remains in effect.
12. **No waiver.** Our failure to enforce any provision of these Terms is not a waiver of our right to enforce it later.
13. **Survival.** Sections 1.6, 2.2, 3, 4.5, 4.6, 5.6, 6.2, 8, and 9, and any other provision that by its nature should survive, survive suspension, termination, or deletion of your account.
14. **Interpretation.** The English version of these Terms controls. “Including” means “including without limitation.” Headings are for convenience only.
15. **Entire agreement.** These Terms, together with any additional terms we give you in writing for a Service or your account, are the entire agreement between you and Library of Code regarding the Platform.

Section 9: Violations and Appeals

1. For non-severe issues, we will usually give you a reasonable opportunity (typically up to 7 days) to respond to and resolve the issue before final action.
2. Severe violations — including Section 4.1.2, active attacks, or serious security threats — may result in immediate action without notice. Sanctions for severe violations are not appealable, except that Library of Code may, at its sole discretion, review sanctions other than those under Section 4.1.2, which are never subject to appeal.
3. Library of Code reserves the right to investigate or impose a sanction on your account without warning, and, depending on severity, to impose sanctions without notice.
4. If you do not understand any part of these Terms, contact us through our help desk at https://loc.sh/cs-help or our other official support channels.
5. **This Section 9 describes our usual practice only.** It does not create any right to notice, a hearing, or an appeal, and nothing in it limits Section 2.2.2.

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