



# TERMS OF USE

## 1. General Information Regarding These Terms of Use

Thanks for choosing Victoria Metrics (“Victoria Metrics,” “we,” “us,” “our”). Victoria Metrics provides personalised real-time monitoring services, time-series database services, data hosting services; large-scale, super-load system monitoring platforms support; collect, store, and observe metrics; customer support and consulting services as well as other products and services that may be developed from time to time. These Terms of Use apply to your use of all of the websites that Victoria Metrics operates, namely [victoriametrics.com](https://victoriametrics.com), [victoriametrics.github.io](https://victoriametrics.github.io), [dbaas.victoriametrics.com](https://dbaas.victoriametrics.com), and software distributed from VictoriaMetrics GitHub page: [github.com/VictoriaMetrics](https://github.com/VictoriaMetrics).

By signing up and clicking icon “Subscribe” on the marketplace or downloading the software developed by Victoria Metrics, including all associated features and functionalities, through websites and user interfaces, and software applications associated with our services, as well as all content (collectively named, the “Victoria Metrics Service” or “Service”), or accessing any other content or material that is made available through the Service (the “Content”) you are entering into a binding contract according to this Terms of Use with the Victoria Metrics entity indicated in Section 25 (Contact us).

Your agreement with us includes these Terms and any additional terms that you agree to, as discussed in the Entire Agreement section below, other than terms with any third parties (collectively, the “Agreements”). The Agreements include terms regarding future changes to the Agreements, export controls, automatic renewals, limitations of liability, privacy, waiver of class actions, and resolution of disputes by arbitration instead of in court. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on Victoria Metrics’s website. You acknowledge that you have read and



understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Victoria Metrics Service or access any Content.

In order to use the Victoria Metrics Service and access any Content, you need to (1) meet the age requirements, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) reside in a country not otherwise subject to sanctions, embargo, restrictive and precautionary measures of the government of the USA.

You also promise that any registration information that you submit to Victoria Metrics is true, accurate, and complete, and you agree to keep it that way at all times. If you are under 18 years old, you require parent or guardian consent, your parent or guardian will enter into the contract on behalf of you.

These Terms apply to your use of all of the websites that Victoria Metrics operates. These include [victoriametrics.com](https://victoriametrics.com), [victoriametrics.github.io](https://victoriametrics.github.io) and together with all other subdomains thereof, (collectively, the "Websites"). The Terms also apply to all products, information, and services provided through the Websites. Victoria Metrics website is governed by its own terms of use and privacy policy.

**Additional terms:** In addition to the Master Terms, your use of any Services may also be subject to specific terms applicable to a particular Service ("Additional Terms"). If there is any conflict between the Additional Terms and the Master Terms, then the Additional Terms apply in relation to the relevant Service.

**Collectively, the Terms:** The Master Terms, together with any Additional Terms, form a binding legal agreement between you and Victoria Metrics in relation to your use of the Services. Collectively, this legal agreement is referred to below as the "Terms."

These terms, together with any special terms for particular websites, create a contract between you and Victoria Metrics. The contract governs your use of all websites operated by Victoria Metrics, unless a particular website indicates otherwise. These human-readable summaries of each section are not part of the contract, but are intended to help you understand its terms.



## 2. Your Agreement to the Terms

BY CLICKING “I ACCEPT” OR “GET STARTED” OR OTHERWISE ACCESSING OR USING ANY OF THE SERVICES (INCLUDING THE LICENSES, PUBLIC DOMAIN TOOLS, AND CHOOSERS), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS. By clicking “I ACCEPT” OR “GET STARTED” or otherwise accessing or using any Services you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Services. If you do not agree to the Terms, you are not authorized to use any Services. If you are an individual who is entering into these Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity’s behalf to be bound by these Terms, with the terms “you,” and “your” applying to you, that entity, and other users accessing the Services on behalf of that entity.

Please read these terms and only use our sites and services if you agree to them.

## 3. Changes to the Terms

From time to time, Victoria Metrics may change, remove, or add to the Terms, and reserves the right to do so in its discretion. In that case, we will post updated Terms and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the relevant Website(s) and notify those of you with a current Victoria Metrics Login Service account via email. All new and/or revised Terms take effect immediately and apply to your use of the Services from that date on, except that material changes will take effect 30 days after the change is made and identified as material. Your continued use of any Services after new and/or revised Terms are effective indicates that you have read, understood, and agreed to those Terms.

These terms may change. When the changes are important, we will put a notice on the website. If you continue to use the sites after the changes are made, you agree to the changes.

## 4. No Legal Advice

Victoria Metrics is not a law firm, does not provide legal advice, and is not a substitute for a law firm. Sending us an email or using any of the Services, including the licenses, public domain tools, and choosers, does not constitute legal advice or create an attorney-client relationship.



## 5. Content Available through the Services

Provided as-is: You acknowledge that Victoria Metrics does not make any representations or warranties about the material, data, and information, such as data files, text, computer software, code, music, audio files or other sounds, photographs, videos, or other images (collectively, the “Content”) which you may have access to as part of, or through your use of, the Services.

Under no circumstances is Victoria Metrics liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Services. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable.

You agree that you are solely responsible for your reuse of Content made available through the Services, including providing proper attribution. You should review the terms of the applicable license before you use the Content so that you know what you can and cannot do.

Licensing: Victoria Metrics trademarks and the software code, all Content on the Websites is licensed under the Victoria Metrics [Apache License, Version 2.0](#), unless otherwise marked.

All of Victoria Metrics’s software code is free software; please check our code repository for the specific license on software you want to reuse.

## 6. Content Supplied by You

Your responsibility: You represent, warrant, and agree that no Content posted or otherwise shared by you on or through any of the Services (“Your Content”), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material.

You will not publish or link to malicious content or code intended to damage, disrupt, compromise, or exploit a user’s browser, device, account on Victoria Metrics to compromise an individual’s privacy in any manner. You will not use the Services, and won’t create Software, for the purpose of sending spam or distributing malware. Victoria Metrics reserves the right, in its sole discretion, to determine what constitutes spam and/or malware.



Removal: Victoria Metrics may, but is not obligated to, review Your Content and may delete or remove Your Content (without notice) from any of the Services in its sole discretion. Removal of any of Your Content from the Services (by you or Victoria Metrics) does not impact any rights you granted in Your Content under the terms of a Victoria Metrics license.

Victoria Metrics is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Victoria Metrics is not in any way responsible for any such use by you.

We do not take any ownership of your content when you post it on our sites. If you post content you own, you agree it can be used under the terms of [Apache License, Version 2.0](#) or any future version of that license. If you do not own the content, then you should not post it unless it is in the public domain or licensed [Apache License, Version 2.0](#), except that you may also post pictures and videos if you are authorized to use them under law (e.g., fair use) or if they are available under any [Apache License, Version 2.0](#).



## 7. Registered Users

By registering for an account through any of the Services, including securing a Victoria Metrics Login Service account, you represent and warrant that you are the age of majority in your jurisdiction (typically age 18). Services offered to registered users are provided subject to these Terms, the Victoria Metrics Privacy Policy, Cookies Use Notice and Disclosure Policy, all of which are hereby incorporated by reference into these Terms.

You agree to (a) only provide accurate and current information about yourself (though use of an alias or nickname in lieu of your legal name is encouraged in connection with the Victoria Metrics Login Service), (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in connection with your account to keep it accurate so that we can contact you, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless you are authorized to do so.

## 8. Prohibited Conduct

You agree not to engage in any of the following activities:

1. Violating laws and rights:

You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

2. Solicitation:

You may not use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

3. Disruption:

You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide



any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.

4. Harming others:

You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;

You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services.

5. Impersonation or unauthorized access:

You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services;

You may not use or attempt to use another's account or personal information without authorization; and

You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

## 9. Third-Party Content

We may from time-to-time at our discretion host or provide links to services, products, web pages, websites or other content of third parties. The inclusion of any link to, or the hosting of, any Third Party Content is provided solely as a convenience to our users, including you, and does not imply affiliation, endorsement, approval, control or adoption by us of the Third-Party Content. We make no claims or representations regarding, and accept no responsibility or liability for, Third-Party Content including without limitation its quality, accuracy, nature, ownership or reliability. Your use of Third-Party Content is at your own risk.

## 10. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VICTORIA METRICS OFFERS THE SERVICES (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE SERVICES) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. VICTORIA METRICS DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE



SERVICES WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY CC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VICTORIA METRICS DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.



## 11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VICTORIA METRICS BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF VICTORIA METRICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VICTORIA METRICS IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE SERVICES.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OR YOUR USE OF THE SITES.

## 12. Indemnification

To the extent authorized by law, you agree to indemnify and hold harmless Victoria Metrics, its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms, (b) your failure to verify the copyright license, attribution, and other information associated with Content resulting from your use of CC Search, (c) your use of any of the Services, and/or (d) the Content you make available on any of the Services.



Human-readable summary of Sec 12: If something happens because you violate these terms, because of your use of the services, or because of the content you post on the sites, you agree to repay CC for the damage it causes.

## 13. Privacy Policy

Victoria Metrics is committed to responsibly handling the information and data we collect through our Services in compliance with our [Privacy Policy](#), which is incorporated by reference into these Terms. Please review the Privacy Policy so you are aware of how we collect and use your personal information.

## 14. Trademarks

Victoria Metrics logo, and any other Victoria Metrics trademarks, service marks, graphics, and logos used in connection with the Services are trademarks of Victoria Metrics Inc. The look of the Services, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of Victoria Metrics and may not be copied, imitated, or used (in whole or in part) without Victoria Metrics's prior written consent.

Other trademarks used on the site are the registered trademarks of their respective owners. Those marks are used for referential purposes only and are not intended to suggest or imply any affiliation with or endorsement by their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

## 15. Copyright Complaints

Victoria Metrics respects copyright, and we prohibit users of the Services from submitting, uploading, posting, or otherwise transmitting any Content on the Services that violates another person's proprietary rights.

Any reproduction, redistribution or other use or exploitation of Software in violation of any applicable Software License or in violation of any license granted under these Terms or, if applicable, under a Services Agreement, is expressly prohibited by law, and may result in civil and criminal penalties.



## 16. Termination

Victoria Metrics may modify, suspend, or terminate the operation of, or access to, all or any portion of the Services at any time for any reason. Additionally, your individual access to, and use of, the Services may be terminated by Victoria Metrics at any time and for any reason.

If you wish to terminate this agreement, you may immediately stop accessing or using the Services at any time. If you violate these terms, you may no longer use our sites.

Survival: The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. The license grants applicable to Your Content are not impacted by the termination of the Terms and shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations will survive for one year after termination.

## 17. Governing Law & dispute resolution

The Terms and the relationship between each user and Victoria Metrics shall be governed by the laws of the State of California without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located in Santa Clara, California.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except to the extent a Services Agreement applies, these Terms, along with the Privacy Policy, constitute the entire agreement between you and Victoria Metrics with respect to your use of the Sites and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Victoria Metrics with respect to the Sites.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Dispute resolution: The parties agree that any disputes between Victoria Metrics and you concerning these Terms, and/or any of the Services may only be brought in a federal or state court of competent jurisdiction sitting in the Northern District of California, and you hereby consent to the personal jurisdiction and venue of such court.



If you are an authorized agent of a government or intergovernmental entity using the Services in your official capacity, including an authorized agent of the federal, state, or local government in the United States, and you are legally restricted from accepting the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For any such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding its choice of law rules).

**No waiver:** Either party's failure to insist on or enforce strict performance of any of the Terms will not be construed as a waiver of any provision or right.

**Severability:** If any part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**No agency relationship:** The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Victoria Metrics as a result of the Terms or from your use of any of the Services.

**Integration:** These Terms and any applicable Additional Terms constitute the entire agreement between you and Victoria Metrics relating to this subject matter and supersede any and all prior communications and/or agreements between you and Victoria Metrics relating to access and use of the Services.

**Note about Reusing these Terms of Use.**

The Victoria Metrics Terms of Use are dedicated to the public domain under the Victoria Metrics Dedication. You are free to use and adapt these Terms and any applicable Additional Terms for your own purposes. However, please keep in mind that these Terms may not be completely suitable for your situation. Victoria Metrics strongly encourages you to seek the advice of your own attorney before repurposing these Terms on your own site.

## CONTACT

Questions or comments about the Terms or about the Sites may be directed to Victoria Metrics at the email address [privacy@victoriametrics.com](mailto:privacy@victoriametrics.com). You may also email us at that address if you would like to report what you believe to be a violation of these Terms. However, please note that we do not accept any responsibility



to maintain the confidentiality of any report of a violation you may submit to us, including your identity, nor do we commit to providing a personal reply to any report you submit, nor are we obligated to take action in response to your report.

**VICTORIA METRICS, Inc.**

8 The Green Suite #11316, Dover, DE 19901, USA

<https://victoriametrics.com>

<https://victoriametrics.github.io>

[security@victoriametrics.com](mailto:security@victoriametrics.com)

*Effective as of October 21, 2021*