

# Terms of service

The following terms and conditions govern all use of the web3.storage website (“web3.storage” or the “Website”), the w3link/w3s.link gateway (“Gateway”) and all content, services and products available at or through the Website or Gateway (collectively, “Services”). The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein. As all data uploaded to web3.storage will be available via IPFS, the Services are also subject to the [Terms of Service of IPFS.io](#) and [Privacy Policy of IPFS.io](#).

If you do not agree to all the terms and conditions of this agreement (“Agreement” or “TOS”), then you may not access the Website or use any of the Services.

Nitro Data LLC (“we,” “us”) may make changes to this Agreement and pricing from time to time. If you do not agree to these revisions, you may stop using the Services.

## Storage term

Data stored via the Services will be available via IPFS and stored on Filecoin until the expiry of the respective deals (see “Filecoin deals” below for details).

We reserve the right to terminate the Services at our sole discretion or to transfer operation of the Services to a third party or smart contract. Prior to termination or transfer, we will provide 90 days’ notice to users via email to allow users enough time to make arrangements if any (e.g. remote pinning to their own IPFS node, remote pinning to another service, or preparing to manage the renewal of their Filecoin deals on their own).

In rare situations where exceptionally high read/write volume and/or excessive number of uploaded blocks has an adverse impact on other users’ service levels, we reserve the right to block access to those CIDs and/or block uploads without notice. To the extent possible, we will attempt to give notice to users whose uploaded CIDs are negatively impacting service levels before blocking access to CIDs.

All data uploaded to web3.storage is available to anyone who requests it using the correct CID. **Users should not store any private or sensitive information in an unencrypted form using web3.storage.** Further, deleting files from web3.storage via the site's Files page or API will remove them from the file listing for a user's account, but nodes on the IPFS network may retain copies of the data indefinitely. **Users should not use web3.storage to store data that may need to be permanently deleted in the future.**

## Data limits

web3.storage supports upload requests up to the per-request size limit described in the [web3.storage API documentation](#). Account data caps are described in the Tier Overview page (<https://web3.storage/account/payment/>).

## Filecoin deals

Data stored via the Services will be available and persisted via IPFS upon completion of a successful upload. Data stored with web3.storage is also pushed to storage on Filecoin, where the data is batched into deals. There may be a delay between content being uploaded via the Services and being stored on Filecoin through a deal. You may query the status of any CID uploaded through web3.storage using the Status API (updated every five minutes) for the latest information regarding an individual CID's pin status or deal status.

web3.storage will manage backup storage deals and deal renewals to ensure highly redundant storage on the Filecoin network.

## Paid Accounts

### Billing.

You can increase your storage limit and add paid features to your account by signing up for a paid subscription plan ("Paid Plan"). To do so, you will need to provide us with one or more Payment Methods. "Payment Method" means a current, valid method of payment, which may involve a third party or payment processing vendor.

You agree that you'll pay the amounts set forth in <https://web3.storage/account/payment/> for your chosen tier ("Subscription Charge") plus any charges for additional usage beyond the storage limit of your selected tier during the previous month ("Overages") (collectively, "Subscription Charge" and "Overages" are referred to as (the "Fees") for each billing cycle.

You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of Fees you owe us. You remain responsible for any uncollected Fees. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not

cancel your account, we may suspend your access to the Paid Plan until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you additional fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method.

#### Cancellation.

You can cancel your Paid Plan at any time, and you will be able to upload new Data to web3.storage through the end of your billing period. Payments are nonrefundable and there are no refunds or credits for partially used membership periods. After cancellation, data uploaded via a Paid Plan may not be available through our hosted IPFS infrastructure after the end of your billing period.

#### Plan Adjustments.

You may change your chosen tier at any point. Upgrades in tier (Free → Lite → Expert → Pro) will be effective upon receipt of payment for the new Subscription Charge. Downgrades in tier (Pro → Expert → Lite → Free) will be effective immediately. Both upgrades and downgrades in tier will be backdated to the start of your current billing cycle. After a downgrade becomes effective, you may be charged an Overage fee until you remove stored data from your account. Moreover, we reserve the right to delete previously-uploaded data beyond your downgraded monthly storage cap from our hosted IPFS infrastructure. By selecting your tier, you consent to the limits associated with your chosen tier (as set forth in <https://web3.storage/account/payment/>); you also consent to the Overages described in this Agreement.

#### Changes.

We reserve the right to change our Paid Plans or adjust pricing for our service or any components thereof in any manner and at any time, in our sole discretion and without notice. If we adjust the pricing of your Paid Plan, we will provide you with at least fourteen (14) days' notice before these changes take effect. By continuing to use the Services, you agree to terms of this Agreement (including any updated terms).

#### Taxes.

The Fees do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any domestic or foreign jurisdiction ("Taxes"). You agree that you're responsible for any applicable Taxes, and that you will provide us with any applicable tax identification information that we may require by law to ensure our compliance with applicable tax regulations and authorities in applicable jurisdictions.

#### Overages.

You agree to pay the following Overage fees for storage amounts exceeding your selected tier (for more information on tiers, see <https://web3.storage/account/payment/>). Overages will be billed to you at the beginning of your next billing cycle.

# Acceptable Use

You are entirely responsible for all data you upload or cause to be uploaded using the Services (“Content”) - and you’re also responsible for any harm resulting from that Content. For your own protection and the protection of our network & community, you may not use the Services for activities such as:

## Scams, Spam, and Server Misuse:

Posting or distributing Content that contains any viruses, malware, worms, Trojan horses, malicious code, or other harmful or destructive Content;

Tricking users into revealing sensitive information to an unauthorized party (e.g., phishing) or misleading users as to the source of Content (e.g., spoofing);

Naming your Content in a manner that misleads readers into thinking you are another person or company;

Posting or distributing spam, including Content advertised via unwanted electronic messages on newsgroups, email lists, blogs, websites, and other unsolicited promotional materials;

Unethical or unwanted commercial Content designed to drive traffic to third party sites or boost the search engine rankings of third party sites;

Interfering with or disrupting the Services, or creating an undue burden on the Services or the networks or services connected to the Services, including (a) activity impacting the service level of other web3.storage users or (b) via a distributed denial of service attack.

## Infringement of Others’ Rights:

Infringing the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

Failing to comply with any third-party licenses relating to Content or failing to complete all necessary steps to pass any required license terms to end users;

Violating the privacy or publicity rights of any third party.

## Other Restricted Purposes:

Using the Services for solicitation of unlawful services or posting obscene material that is unlawful under applicable law;

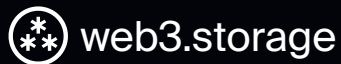
Inciting violence or threatening others, directly or indirectly;

Posting or distributing child sexual abuse material or Content encouraging or inciting terrorism;

Using the Services in a way that is reasonably likely to cause or increase the risk of harm to any person(s) or group(s).

We have the right (though not the obligation) to, in our sole discretion (i) refuse or remove any Content; (ii) block uploads, or (iii) temporarily or permanently suspend access to your account if, in our reasonable opinion, there has been a breach of this TOS in any way for any reason. Additionally, we have the right to temporarily or permanently suspend access to accounts linked to temporary email addressees, email addresses created programmatically such as via bots, or hacked email addresses if we suspect these user accounts will be used in a manner that violates this TOS. We will have no obligation to provide any compensation or a refund of any amounts previously paid.

In order to use the Services you must be 13 years of age or older. If you are 13 or older but under 18 years of age, you must have your parent or legal guardian's permission to use web3.storage and to accept the terms of this TOS.



Sign up for free using your email address or GitHub.

SIGN UP

### Resources

[Quickstart Guide](#)

[FAQ](#)

[Get Help](#)

[Contact](#)

[Terms of Service](#)

[Service Level Agreement \(SLA\)](#)

[Status](#)

### Get Started

[Create an Account](#)

[Javascript Client Library](#)

[Open an Issue](#)

[HTTP API](#)