

# Microsoft Visual Studio Marketplace and NuGet.org Terms of Use

Last Updated January 2025

## 1. Introduction

Microsoft Visual Studio Marketplace (the “Marketplace”) and NuGet.org (“NuGet”) are subject to the following Terms of Use (collectively, the “Agreement”). Where terms apply to both websites, the Marketplace and NuGet are also referred to collectively throughout this Agreement as “Site(s)”. The Sites are both hosted by Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S. The Agreement describes the relationship between you (“you” or “your”) and Microsoft Corporation (“Microsoft”, “we” or “us”) and govern your access to and use of the Sites.

By accessing or using either Site, you represent and warrant to us that you have the authority to accept this Agreement, and you agree to be bound by its terms.

**The Marketplace** enables you to access or purchase products or services (the “Marketplace Offerings”) which are designed to work with and extend the capabilities of Microsoft Visual Studio, Visual Studio Code, GitHub Codespaces, Azure DevOps, Azure DevOps Server, and successor products and services (the “In-Scope Products and Services”) offered by us and Microsoft affiliates, such as GitHub, Inc. (“GitHub”).

**NuGet** web properties and NuGet APIs, provide you with access to a variety of resources, including downloads, packages and product information, enabling developers to share and consume reusable code components for .NET projects (collectively, “NuGet Offerings”). The NuGet Offerings which include any updates, enhancements, new features, and/or the addition of any new NuGet web properties or NuGet APIs, are subject to this Agreement.

Both the Marketplace and NuGet may include Marketplace Offerings or NuGet Offerings, published by, as the case may be, Microsoft, GitHub, and various third-party publishers (each such third-party publisher a “Publisher”, and each third-party offering a “Publisher Offering”).

Each offering available on the Sites is governed by the terms that are included with the offering. When publishing an offering to the Sites, include the terms (including a privacy policy, if applicable) in a prominent location, such as a license file or an embedded readme file. If no terms are included and the offering is not a BYOL offering, then the [Microsoft Standard Agreement](#) terms will apply. When accessing, downloading or acquiring an offering you should review the applicable terms. Any terms included with the offerings do not modify this Agreement. Microsoft does not license any intellectual property to you from third party offering providers and is not responsible for information provided by third parties.

Microsoft is not responsible for information, such as personal data, that you include in offerings that you upload, share, or store through the Sites and cannot guarantee that such information can be permanently deleted or edited. You may unlist your offerings, which prevents those packages from appearing on the Sites search results and the Visual Studio UI. However, unlisting of any offerings will apply to prospective customers of the offerings only, and existing customers will be able to continue to use the offering to the same extent as prior to the removal.

## **2. Conditions: Use Rights for the Marketplace**

**a. Publisher Terms of Use.** Your right to use any Publisher Offering is governed by separate terms of use provided by the Publisher (“Publisher Terms of Use”). Except for Marketplace Offerings that we publish, we are not a party to and are not bound by any Publisher Terms of Use. You are solely responsible for your dealings with the Publisher.

**b. Marketplace Offering(s).** Your right to use any Marketplace Offering will be governed by the agreement under which you purchased/acquired such products or services, and will be subject to the payment of fees for such products or services, where applicable.

Marketplace Offerings are intended for use only with In-Scope Products and Services and you may not install, reverse-engineer, import or use Marketplace Offerings in products and services except for the In-Scope Products and Services.

**c. BYOL Offerings.** Publishers may make certain Publisher Offerings available on the condition that you have obtained, outside of the Marketplace, the rights necessary to use such Publisher Offerings (“Bring-Your-Own-License (BYOL) Offerings”). If you use any BYOL Offering, you are responsible for ensuring that you have sufficient rights to use the Publisher Offering.

**d. Publisher Policies.** For the Marketplace, Publishers are bound by the Publisher [Agreement](#) applicable between the Publisher and Microsoft. For the Marketplace and NuGet, Publishers are solely responsible for compliance with all applicable laws as to customer data. . Microsoft’s privacy, security, and data location and data retention policies will not apply to any such Publisher Offering or to Publishers’ use of any customer data obtained by the customer in connection with any such Publisher Offering.

**e. Application Programming Interfaces.** We may make available application programming interfaces (“APIs”) for use with the Marketplace (“Marketplace APIs”). If you use any Marketplace APIs to purchase or access Marketplace Offerings, you are responsible for reviewing and complying with any applicable terms of use presented in the Marketplace user interface, which may change from time to time. Your use of any Marketplace APIs to purchase Marketplace Offerings will also constitute your authorization to pay all applicable fees in accordance with the payment terms set forth in the Marketplace user interface at the time of purchase.

**For the Remainder of this Agreement the term “Offering(s)” is used collectively for both Marketplace Offering(s) and NuGet Offering(s).**

### **3. Conditions: Use Rights for Marketplace/NuGet Offerings**

You will not use the Sites for any purpose that is unlawful or prohibited under this Agreement. You may not use the Sites in any manner that could damage, disable, overburden, or impair any Microsoft server, or any networks connected to any Microsoft server, or that could interfere with any other party's use and enjoyment of the Sites. You may not attempt to gain unauthorized access to the Sites, other accounts, computer systems, or networks connected to any Microsoft server or to the Sites through hacking, password mining, or any other means. If accessed through the Sites, you may not access, search, obtain or attempt to obtain any Offerings, materials, or information from the Sites through any means other than directly from Microsoft's publicly supported interfaces (for example, harvesting, reverse-engineering, 'spidering' or 'scraping' the Offerings Sites or InScope Products and Services, whether automated or not, is prohibited ). You may not import, install, or use Offerings published by Microsoft or GitHub, or Microsoft affiliates in any products or services except for the In-Scope Products and Services.

### **4. Code of Conduct.**

By accessing or using the Sites, ***you agree*** to adhere to the following rules:

- i. **No disrespectful behavior.** This includes threats, harassment, stalking, abuse, slurs, profanity, personal attacks, sexual remarks or innuendos, physical violence, public speculation about others, and any other behavior that Microsoft deems inconsistent with administration of the Sites.
- ii. **No impersonations** of a Microsoft employee, agent, manager, host, or another user.
- iii. **No illegal or offensive activities.** You may not publish, post, distribute, or disseminate defamatory, infringing, obscene, or other unlawful or otherwise offensive material or discussion. This includes, but is not limited to, child pornography, bestiality, incest, illegal drugs, software piracy, discriminatory/racist statements or images and harassment.
- iv. **Take responsibility for your actions.** You are fully responsible and liable for anything you say (whether orally or in writing) or do with respect to your use or access to the Sites. This includes any actions you may take, how you conduct yourself, and your interactions with others.
- v. Don't engage in activity that is false or misleading (e.g., asking for money under false pretenses; impersonating someone else; manipulating the Sites to increase download or

install count, or commit “download inflation”, engage in “squatting” or other behavior with the sole purpose to occupy or reserving a name without any legitimate purpose in such name, or affect rankings, ratings, or comments; or causing unexpected behavior that is not clearly documented at the top of both the package description and package README).

- vi. **No plagiarism.** Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted works). Only post your own original work or work that you have written permission or a license to post and is not duplicative to content that has been originally published by Microsoft or a Publisher on the Sites and, as the case may be, maintained thereon without changing the content's substance .
- vii. **No discrimination or harassment.** Microsoft is committed to providing a harassment-free experience to the Sites' users regardless of age, ancestry, color, gender identity or expression, marital status, medical condition, national origin, physical size, physical or mental disability, political affiliation, veteran status, race, religion, sex (including pregnancy), sexual orientation, or technology choices. Harassment is unwelcome verbal, physical or virtual behavior based on the characteristics identified above.
- viii. **No sexual harassment.** Sexual harassment is unwelcome verbal, physical or virtual behavior based on sex and includes gender-based harassment of a person of the same or different gender. Examples of sexual harassment include, but are not limited to:
  - Unwelcome sexual advances
  - Sexual comments or inappropriate gender-based jokes
  - Excessive, unwelcome romantic attention
  - Sharing or displaying sexually explicit content
  - Using sexually degrading words
- ix. Don't use the Sites if you are under the age of thirteen (13).
- x. Don't use the Sites if Microsoft has previously revoked your access to the Sites for violation of this Agreement.
- xi. Don't violate the privacy of any third party, such as by posting another person's personal information without consent.
- xii. You may not use information (including another person's personal information) from the Sites for spamming purposes, including for the purposes of sending unsolicited emails to users or selling personal information, such as to recruiters, headhunters, and job boards.
- xiii. Don't abuse resources offered on the Sites for support purposes or to stay updated on the latest developments (such as email notifications).
- xiv. Don't use the Sites for “general purpose”-hosting. Don't create content that is not useful or does not add value (i.e., the package or extension is empty, an exact duplicate of another package or extension on the applicable Site, etc.).
- xv. Don't engage in any activity that exploits,

harms, or threatens to harm children. xvi. Don't circumvent any restrictions on access to or availability of the Sites. xii. Don't help others break these rules. xiii. Don't publish hate speech, including violent hate speech and hateful imagery, on our services. Hate speech is content or conduct that attacks, denigrates, intimidates, or degrades individuals or groups because of one or more of their protected traits (actual or perceived race, ethnicity, national origin, gender, gender identity, sexual orientation, religious affiliation, age, disability status, caste, or any other characteristic that is consistently associated with systemic prejudice or historical marginalization). xx. **Online Discussions Rules.**

- a) No off-topic discussions. All posts made to the Sites should be constructive discussions related to the Sites or to Offerings. This means no non-technical discussions on religion, sex, gender and/or politics.
- b) No self-appointed moderators. Microsoft reserves the right to moderate the Sites' online discussion spaces and actively enforce the Codes of Conduct.
- c) No spam. Spam includes sending identical and irrelevant or unsolicited submissions to many different users, and includes misrepresenting the source of anything you post.
- d) No posting of harmful data. Do not post or promote materials that could harm or disrupt another user's computer or would allow others to inappropriately access software or web sites.

## **5. Termination and Suspension**

If you no longer agree to be bound by this Agreement, you must cease all use of the Sites. We reserve the right to terminate or suspend your access to and use of the Sites and/or remove your content from the Sites, without notice, if we believe, in our sole discretion, that (i) such use is in violation of any applicable law; (ii) such use is harmful to our interests or the interests, including intellectual property or other rights, of another person, entity, or the developer community; (iii) it is reasonably needed to prevent unauthorized access to data hosted in the Sites or the Offerings; (iv) where we have reason to believe that you are in violation of this Agreement, including the Code of Conduct set forth in Section 3; or (v) for any reason whatsoever.

## **6. Updates and changes to these terms.**

We may update or change this Agreement from time to time and will notify you of any update or change when you access the Sites thereafter. If we update this Agreement, we will indicate the last date on which the Agreement was modified at the top of the Agreement. By continuing to access and use the Sites, you agree to be bound by the terms and conditions contained in the updated Agreement.

## **7. Privacy and Security Terms**

**a. Privacy.** See the [Microsoft Privacy Statement](#) for information relating to the collection and use of your information. For clarity, the Microsoft Privacy Statement is not applicable to the collection and use of your information through Offerings, but rather only the information collected through the Sites.

**b. Organizational Control of Account Data.** The Sites and underlying Offerings may be used by organizations. If you use an email address provided by an organization you are affiliated with, such as an employer or school, to access the Sites, the owner of the domain associated with your email address may:

(i) control and administer your account and

(ii) access and process your data, including the contents of your communications and files.

Your use of the Sites and underlying Offerings may be subject to your organization's policies, if any. If your organization is administering your use of the Sites or the underlying Offerings, please direct your privacy inquiries to your administrator. Microsoft is not responsible for the privacy or security practices of our customers, which may differ from those set forth in this Agreement.

**c. Security.** Microsoft is committed to helping protect the security of users' information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect customer data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

## **8. No Warranty**

MICROSOFT, AND OUR AFFILIATES, SUPPLIERS, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SITES. YOU UNDERSTAND THAT USE OF THE SITES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SITES. To the extent permitted under your local law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and noninfringement. You may have certain rights under your local law. Nothing in this Agreement is intended to affect those rights, if they are applicable. YOU ACKNOWLEDGE THAT computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee your access to or use of the Sites will be uninterrupted, timely, secure, or error-free or that data loss won't occur.

## **9. Limitation of Liability**

IF MICROSOFT BREACHES THIS AGREEMENT, OR IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THIS AGREEMENT'S LIMITATIONS, YOU AGREE THAT YOUR EXCLUSIVE REMEDY IS TO RECOVER, FROM MICROSOFT OR ANY AFFILIATES, SUPPLIERS, RESELLERS, DISTRIBUTORS, AND VENDORS, DIRECT DAMAGES UP TO USD\$5.00. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOESN'T FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE OR IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANYTHING RELATED TO THIS AGREEMENT SUCH AS: (I) LOSS OF CUSTOMER DATA; (II) ANY VIRUS AFFECTING YOUR USE OF THE SITES; (III) DELAYS OR FAILURES IN STARTING OR COMPLETING TRANSMISSIONS OR TRANSACTIONS; (IV) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; (V) STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OMISSION, TRESPASS, OR OTHER TORT; (VI) VIOLATION OF STATUTE OR REGULATION; OR (VII) UNJUST ENRICHMENT. SOME OR ALL OF THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF YOUR STATE, PROVINCE, OR COUNTRY DOESN'T ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.

## **10. Miscellaneous**

- a. **Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this Agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) to sign in to the Sites, that entity will be treated as the owner of the Sites account for purposes of this Agreement.
- b. **Intellectual Property Rights.** Microsoft or its suppliers retain all rights, titles, and interests in and to the Sites and all Offerings published by Microsoft, including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. Microsoft reserves all rights not expressly granted. To understand what you can and can't do with Microsoft's brand assets review the Microsoft Trademark and Brand Guidelines here: [Trademark and Brand Guidelines | Microsoft Legal](#) and [GitHub Brand Toolkit](#). We have created a non-exhaustive list of **Dos and Don'ts**. Wordmarks can be used to truthfully convey information about your product or service, as long as customers and the public will not be confused into believing Microsoft is affiliated with or endorses your product or service. However, **Microsoft logos, app and product**

**icons, illustrations, photographs, videos, and designs can never be used without an express license.** In particular, use of Microsoft or GitHub word marks in package/extension names is discouraged. Review these

Guidelines to better understand how you can more clearly communicate the role that our Microsoft's brand assets are conveyed in your communications. **The Agreement does not grant or imply any rights to any Microsoft or supplier trademarks, trade names, or logos.**

**Any rights not expressly granted herein are reserved.**

**c. Notice and Procedure for Making Claims of IP Infringement.** Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright should be sent to the Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

See [Notice and Procedure for Making Claims of Copyright Infringement](#).

You may also utilize the "Report Abuse"/"Report Package" link on the Sites pages to report any claimed copyright, trademark, or other IP infringement. Note that we may provide your notice of infringement (e.g., your email address) to third parties, including the alleged infringer.

We may also close your account for repeat infringers, including deleting all content related to the account.

**d. Jurisdiction and Governing Law.** This Agreement will be governed by the laws of the State of Washington, excluding its conflicts of laws, of the United States of America. All claims brought relating to this Agreement will be brought exclusively in the federal courts in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Washington State courts in King County, Washington. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

**e. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.