



GitHub Copilot Product Specific Terms

Your agreement consists of these Product Specific Terms for GitHub Copilot, combined with your main agreement with us – the GitHub Customer Agreement’s General Terms, or the GitHub Corporate Terms of Service or similar legacy agreement. This combined document is the “Agreement.”

These terms only apply to Copilot Business and Copilot Enterprise, and only when purchased directly from GitHub. If you purchase GitHub under a Microsoft agreement, these terms do not apply to you and your use of GitHub Copilot is instead governed by your Microsoft Product Terms, including the Microsoft Product Terms for GitHub Offerings. If you purchase GitHub Copilot Individual, these terms do not apply to you and your use of GitHub Copilot is instead governed by the GitHub Terms of Service, including the GitHub Privacy Statement and the GitHub Terms for Additional Products and Features.

By using GitHub Copilot, you agree to the General Terms unless you and GitHub have another Agreement in place, and you agree to the Data Protection Agreement unless your Agreement with GitHub already includes a different data protection agreement.

These terms may only be modified in a written document signed by you and GitHub. Capitalized terms not defined here have their respective meanings given in the Agreement.

1. Using GitHub Copilot.

GitHub Copilot includes tools for your code editor, as well as optional tools that can be used through a command-line interface, web browser, or mobile device. To use GitHub Copilot within your code editor, you need to install an extension to that editor.

2. Ownership of Suggestions and Your Code.

GitHub does not own Suggestions. You retain ownership of Your Code.

3. Responsibility for Your Code.

You retain all responsibility for Your Code, including Suggestions you include in Your Code or reference to develop Your Code. It is entirely your decision whether to use Suggestions generated by GitHub Copilot. If you use Suggestions, GitHub strongly recommends that you have reasonable policies and practices in place designed to prevent the use of a Suggestion in a way that may violate the rights of others. This includes, but is not limited to, using the filtering features available in GitHub Copilot.

4. Defense of Third Party Claims.

If your Agreement provides for the defense of third party claims, that provision will apply to your use of GitHub Copilot, including to the Suggestions you receive.

5. Acceptable Use.

Your use of GitHub Copilot is subject to the Acceptable Use Policies, the AI Code of Conduct, and the Required Mitigations. For example, you may not prompt GitHub Copilot with content that is unlawful or otherwise prohibited by the Acceptable Use Policies, and you may not use GitHub Copilot to generate Suggestions whose use you know (or reasonably should know) would be unlawful or would infringe on the rights of others.



6. Data.

- A. Generally.** GitHub Copilot sends an encrypted Prompt from you to GitHub to provide Suggestions to you. Except as detailed below, Prompts are transmitted only to generate Suggestions in real-time, are deleted once Suggestions are generated, and are not used for any other purpose. Prompts are encrypted during transit and are not stored at rest without your permission.
- B. When Prompts are Retained.** Your Prompts are retained by GitHub in the following circumstances:
1. *CLI and Other Tools.* If you use GitHub Copilot tools that operate outside of your code editor, such as Copilot for the Command Line Interface, GitHub Copilot retains your Prompts to those tools to provide the service.
 2. *Private Language Models.* If you have requested a customized private language model, GitHub Copilot retains your Prompts to fine-tune your private model.
 3. *Custom Settings.* If you have configured GitHub Copilot to use alternative data handling, such as enabling interaction with third party extensions, GitHub Copilot will retain your Prompts based on that configuration.
- C. More Information.** More detailed information on how data is processed by GitHub Copilot is available at [gh.io/privacy](https://github.com/privacy).

7. Support.

GitHub Copilot includes Support.

8. Optional Pre-Release Products.

GitHub Copilot is under active development. From time to time, GitHub may allow you to opt in to experimental functionality or to preview experimental Copilot services that are not generally available. If you choose to participate in such a preview, your use of pre-release software or services will not be governed by this document and will instead be governed by GitHub's standard pre-release license terms.

9. Definitions.

“Acceptable Use Policies” means the GitHub Acceptable Use Policies available at [gh.io/aup](https://github.com/aup).

“AI Code of Conduct” means the Microsoft Generative AI Services Code of Conduct at aka.ms/AIcode.

“Code” and “Your Code” both mean the code you write while using GitHub Copilot, including your modifications to a Suggestion.

“Data Protection Agreement” means the GitHub Data Protection Agreement available at [gh.io/dpa](https://github.com/dpa).

“General Terms” means the GitHub Customer Agreement’s General Terms.

“Prompt” means the collection of code and supporting contextual information that GitHub Copilot sends to GitHub to generate Suggestions, including data you submit through a chat interface.

“Required Mitigations” means the Microsoft Customer Copyright Commitment Required Mitigations at aka.ms/AIfilters.

“Suggestions” means the code, functions, and other output returned to you by GitHub Copilot.

“Support” means GitHub’s support programs described at [gh.io/about-support](https://github.com/about-support).