

# Terms and Conditions

Last updated: April 1, 2026

## 1. Agreement to Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and ItsLive ("Company," "we," "our," or "us") governing your access to and use of the ItsLive platform, website at itslive.dev, and all related services (collectively, the "Service").

By creating an account, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service.

If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms, and "you" refers to both you individually and that organization.

## 2. Description of Service

ItsLive is a software-as-a-service (SaaS) platform that automatically generates public changelog pages from GitHub repository activity. The Service includes:

- **Automated Changelog Generation:** AI-powered generation of user-facing changelog entries from merged pull requests and/or direct pushes to specified branches.
- **Public Changelog Pages:** Hosted, customizable public pages displaying your changelog entries, accessible via subdomains (e.g., yourproject.itslive.dev) or custom domains.
- **Embeddable Widget:** A JavaScript widget that can be embedded on external websites to display recent changelog entries.
- **Subscriber Management:** Tools for managing email subscribers who receive notifications about new changelog entries.
- **Dashboard:** A web-based management interface for configuring projects, editing entries, managing settings, and viewing analytics.
- **Email Notifications:** Automated email delivery of changelog updates to confirmed subscribers.

## 3. Account Registration and Security

### 3.1 Account Creation

To use the Service, you must create an account by authenticating through GitHub OAuth. You must provide accurate and complete information during the registration process and keep your account information up to date.

### 3.2 Account Security

You are responsible for maintaining the security of your account and for all activities that occur under your account. You must:

- Not share your account credentials with any third party.

- Immediately notify us of any unauthorized use of your account or any other breach of security.
- Ensure that you log out from your account at the end of each session when accessing the Service from a shared device.

We will not be liable for any loss or damage arising from your failure to comply with these security obligations.

### 3.3 Account Eligibility

You must be at least 16 years old to create an account and use the Service. By creating an account, you represent and warrant that you meet this age requirement.

## 4. Subscription Plans and Billing

### 4.1 Plans

The Service is offered under the following subscription plans:

- **Free:** Limited features including 1 project, 20 entries per month, 50 subscribers, public changelog with ItsLive branding, and no embeddable widget.
- **Starter (\$14/month):** Enhanced features including 3 projects, unlimited entries, 500 subscribers, no branding, and embeddable widget.
- **Pro (\$39/month):** Full features including 10 projects, unlimited entries, 5,000 subscribers, email digest notifications, custom domain support, and API access.

We reserve the right to modify plan features, pricing, and limits at any time. Existing subscribers will be notified of any pricing changes at least 30 days in advance and will have the option to cancel before the new pricing takes effect.

### 4.2 Billing and Payment

- Paid subscriptions are billed monthly in advance through Stripe.
- All prices are in US Dollars (USD) unless otherwise specified.
- You authorize us to charge your designated payment method for all fees incurred in connection with your subscription.
- Subscription fees are non-refundable except as expressly stated in these Terms or as required by applicable law.

### 4.3 Plan Changes

- **Upgrades:** When you upgrade your plan, the change takes effect immediately. You will be charged a prorated amount for the remainder of the current billing cycle.
- **Downgrades:** When you downgrade your plan, the change takes effect at the end of the current billing cycle. If your usage exceeds the limits of the new plan (e.g., number of projects), you may need to remove projects or data to comply with the new plan's limits.

### 4.4 Cancellation

You may cancel your subscription at any time through the Stripe Customer Portal accessible from the billing page. Upon cancellation:

- Your subscription will remain active until the end of the current billing period.
- After the billing period ends, your account will revert to the Free plan.
- Your data will be retained, but features and limits will be adjusted to the Free plan. If you exceed Free plan limits, certain features may be restricted until you reduce usage or resubscribe.

#### **4.5 Failed Payments**

If a payment fails, we will attempt to charge your payment method again according to Stripe's retry schedule. If payment cannot be collected after multiple attempts, your subscription may be suspended or downgraded to the Free plan. We will notify you by email before any suspension takes effect.

#### **4.6 Promotion Codes**

We may offer promotion codes or discounts from time to time. Promotion codes are subject to specific terms and conditions as communicated at the time of issuance, may have expiration dates, and cannot be combined with other offers unless explicitly stated.

### **5. Acceptable Use**

#### **5.1 Permitted Use**

You may use the Service only for lawful purposes and in accordance with these Terms. The Service is intended for generating and publishing changelogs related to software products and projects.

#### **5.2 Prohibited Conduct**

You agree not to:

- Use the Service for any purpose that is unlawful, fraudulent, or prohibited by these Terms.
- Upload, publish, or transmit any content that is defamatory, obscene, threatening, harassing, discriminatory, or otherwise objectionable.
- Use the Service to distribute spam, malware, or any other harmful or unsolicited content.
- Attempt to gain unauthorized access to the Service, other user accounts, or any systems or networks connected to the Service.
- Interfere with or disrupt the integrity or performance of the Service or the data contained therein.
- Use automated means (bots, scrapers, crawlers) to access the Service in a manner that exceeds reasonable use or circumvents rate limits, except through our provided API.
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service.
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Service.
- Use the Service to create a competing product or service.
- Sublicense, resell, or redistribute the Service to third parties without our prior written consent.
- Abuse the AI-powered features by submitting content designed to manipulate, exploit, or test the limitations of the AI system for purposes unrelated to changelog generation.
- Use the Service to store or process sensitive personal data, including health records, financial account numbers, government identification numbers, or other data subject to specific regulatory requirements (e.g., HIPAA, PCI DSS), unless explicitly supported by the Service.

#### **5.3 Enforcement**

We reserve the right to investigate and take appropriate action against anyone who, in our sole discretion, violates these Terms, including removing content, suspending or terminating accounts, and reporting violations to law enforcement authorities.

## **6. Intellectual Property**

### **6.1 Our Intellectual Property**

The Service, including its original content (excluding user-generated content), features, functionality, design, code, trademarks, logos, and branding, is and will remain the exclusive property of ItsLive and its licensors. The Service is protected by copyright, trademark, and other intellectual property laws. You may not use our trademarks, logos, or branding without our prior written consent.

### **6.2 Your Content**

You retain all ownership rights to the content you create, upload, or submit through the Service ("Your Content"), including project configurations, manually created changelog entries, uploaded images, and product descriptions.

By using the Service, you grant us a limited, non-exclusive, worldwide, royalty-free license to use, store, process, display, and distribute Your Content solely as necessary to provide and operate the Service. This license includes the right to:

- Display Your Content on public changelog pages and through the embeddable widget.
- Process Your Content through AI services for changelog generation.
- Send Your Content via email to your project's confirmed subscribers.
- Store Your Content on our servers and backup systems.

This license terminates when you delete Your Content or your account, except for copies that may exist in our backup systems (which will be deleted in accordance with our data retention schedule).

### **6.3 AI-Generated Content**

Changelog entries generated by the AI based on your GitHub data are considered Your Content. You have full ownership and editorial control over all AI-generated entries, including the right to edit, publish, unpublish, or delete them.

### **6.4 Feedback**

If you provide us with feedback, suggestions, or ideas regarding the Service ("Feedback"), you grant us an unrestricted, irrevocable, perpetual, royalty-free license to use, modify, and incorporate such Feedback into the Service without any obligation to you.

## **7. GitHub Integration**

### **7.1 GitHub Authorization**

By connecting your GitHub account, you authorize us to:

- Access your GitHub profile information (username, email, avatar).
- List your repositories and branches.

- Create, update, and delete webhooks on your selected repositories.
- Read pull request data (titles, descriptions, labels, diffs, comments, commits, files) from repositories you connect.
- Receive push event data (commits, file changes, author information) from repositories you connect.

## **7.2 Token Management**

We store your GitHub access token securely to maintain the integration. You can revoke our access at any time by removing the ItsLive OAuth application from your GitHub account settings. Revoking access will disable webhook functionality for all your projects.

## **7.3 Repository Data**

You represent and warrant that you have the necessary rights and permissions to connect any repository to the Service and to process its pull request and push data through the Service. If you connect a repository owned by an organization, you confirm that you have authorization from that organization to do so.

# **8. Email Subscriber Terms**

## **8.1 Double Opt-In**

All email subscriptions require double opt-in confirmation. Subscribers must provide their email address and click a confirmation link sent to that address before receiving any changelog notifications.

## **8.2 Unsubscribe**

Every notification email includes an unsubscribe link. Subscribers can unsubscribe at any time, and their email address will be immediately and permanently removed from the project's subscriber list.

## **8.3 Project Owner Responsibilities**

As a project owner, you agree to:

- Not manually add email addresses to your subscriber list without the individuals' consent.
- Not use the subscriber notification system for purposes other than sharing changelog updates.
- Comply with all applicable email marketing laws, including CAN-SPAM, GDPR, and other relevant regulations.

# **9. Custom Domains**

## **9.1 Availability**

Custom domain support is available exclusively on the Pro plan.

## **9.2 Configuration**

You are responsible for configuring the DNS records for your custom domain as instructed by the Service. We provision SSL certificates automatically through our hosting provider (Vercel).

### **9.3 Domain Ownership**

You represent and warrant that you own or have the legal right to use any custom domain you configure with the Service. We reserve the right to remove any custom domain that infringes on the rights of a third party.

## **10. Service Availability and Support**

### **10.1 Availability**

We strive to maintain high availability of the Service but do not guarantee uninterrupted or error-free access. The Service may be temporarily unavailable due to:

- Scheduled maintenance (we will provide reasonable advance notice when possible).
- Emergency maintenance or security patches.
- Events beyond our reasonable control (force majeure events).
- Third-party service outages (GitHub, Stripe, Supabase, Vercel, Anthropic).

### **10.2 Support**

Support is provided via email. We aim to respond to support inquiries within 48 hours on business days. We do not guarantee specific response times or resolution timeframes.

### **10.3 Service Modifications**

We reserve the right to modify, suspend, or discontinue any part of the Service at any time, with or without notice. We will make reasonable efforts to provide advance notice of any material changes. If we discontinue the Service entirely, we will provide at least 30 days' notice and offer data export options.

## **11. Limitation of Liability**

### **11.1 Disclaimer of Warranties**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.
- THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- THE AI-GENERATED CONTENT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.
- ANY DEFECTS IN THE SERVICE WILL BE CORRECTED.

### **11.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ITS LIVE, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE.
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE.
- ANY CONTENT OBTAINED FROM THE SERVICE, INCLUDING AI-GENERATED CONTENT.
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (\$100).

### **11.3 AI-Generated Content Disclaimer**

AI-generated changelog entries are produced by third-party AI models and may contain inaccuracies, omissions, or errors. You are solely responsible for reviewing, editing, and approving all content before publication. We are not liable for any damages arising from the publication of AI-generated content that is inaccurate, misleading, or inappropriate.

## **12. Indemnification**

You agree to indemnify, defend, and hold harmless ItsLive and its officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms.
- Your use of the Service.
- Your Content, including any content published on your public changelog.
- Your violation of any rights of a third party, including intellectual property rights.
- Your violation of any applicable law or regulation.

## **13. Termination**

### **13.1 Termination by You**

You may terminate your account at any time by deleting your projects and contacting us to request account deletion. Upon termination, your right to use the Service will immediately cease.

### **13.2 Termination by Us**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason, including:

- Breach of these Terms.
- Violation of the Acceptable Use policy.
- Non-payment of subscription fees.
- Upon request by law enforcement or government agencies.
- Extended periods of inactivity (we will provide notice before terminating for inactivity).

### **13.3 Effect of Termination**

Upon termination:

- All rights and licenses granted to you under these Terms will immediately cease.
- You must cease all use of the Service.
- We will delete your data in accordance with our Privacy Policy and data retention schedule.
- Sections of these Terms that by their nature should survive termination will continue to apply, including Sections 6 (Intellectual Property), 11 (Limitation of Liability), 12 (Indemnification), and 15 (Governing Law).

## **14. Dispute Resolution**

### **14.1 Informal Resolution**

Before filing any formal legal action, you agree to attempt to resolve any dispute informally by contacting us at [hi@itslive.dev](mailto:hi@itslive.dev). We will attempt to resolve the dispute informally within 30 days.

### **14.2 Arbitration**

If informal resolution is unsuccessful, any dispute arising out of or relating to these Terms or the Service shall be resolved through binding arbitration in accordance with the rules of the applicable arbitration body in the jurisdiction of the governing law specified below. The arbitration shall be conducted in English.

### **14.3 Class Action Waiver**

YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST ITSLIVE.

## **15. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of Spain, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Spain, and you consent to personal jurisdiction and venue in such courts.

## **16. General Provisions**

### **16.1 Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and ItsLive regarding your use of the Service and supersede all prior agreements, understandings, and communications, whether written or oral.

### **16.2 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

### **16.3 Waiver**

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. A waiver of any provision shall only be effective if made in writing and signed by an authorized representative of ItsLive.

### **16.4 Assignment**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

### **16.5 Force Majeure**

We shall not be liable for any delay or failure to perform our obligations under these Terms if such delay or failure results from events beyond our reasonable control, including natural disasters, acts of government, pandemics, wars, terrorism, labor disputes, power failures, internet disruptions, or third-party service outages.

### **16.6 Notices**

We may provide notices to you through the Service dashboard, via email to the address associated with your account, or by posting on our website. You may send notices to us at [hi@itslive.dev](mailto:hi@itslive.dev)

## **17. Changes to These Terms**

We reserve the right to modify these Terms at any time. We will notify you of any material changes by posting the updated Terms on this page, updating the "Last updated" date, and where appropriate, providing notice through the dashboard or via email. Your continued use of the Service after the effective date of any changes constitutes your acceptance of the modified Terms.

## **18. Contact Us**

If you have any questions about these Terms, please contact us at:

**Email:** [hi@itslive.dev](mailto:hi@itslive.dev)