LEGAL

Terms of Service

The agreement between you and Cotterpin Technologies Ltd for the Cotterpin software, the free Watch plan and free routes, and the Pro and Team plans. Payment for paid plans is a separate contract with Paddle, our merchant of record.

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The short version

- Cotterpin runs on your machine. Your code goes only to the model provider you choose, under your own account, and only after you approve it.
- Cotterpin is free to install and use, with no card and no time limit. The free version, **Watch**, reports what Cotterpin would have caught but never blocks; the free routes (language upgrades and vulnerability fixes) run in full. Pro and Team turn the gates on.
- Paid plans are sold by **Paddle**, which takes your payment, handles tax and invoices, and processes refunds. Cancel any time in the Paddle customer portal.
- Annual plans have a 30-day refund window. See the Refund Policy.
- English law applies. If you are a consumer, nothing here takes away your statutory rights.

1. Who we are

Cotterpin is provided by **Cotterpin Technologies Ltd**, a company registered in England and Wales under company number 17498532, whose registered office is at 18 Massingberd Way, London, SW17 6AB (“**Cotterpin**”, “**we**”, “**us**”).

You can contact us at legal@cotterpin.io.

2. This agreement

These terms apply when you install or use the Cotterpin software (including the `cotterpin` command-line tool, its gate packs and its updates), use Watch or the free routes, or hold a Pro or Team licence (together, the "**Service**"). By installing or using the Service you agree to them. If you use the Service for an organisation, you confirm you are authorised to accept these terms for it, and "you" includes that organisation.

These terms, together with the Acceptable Use Policy, the Refund Policy and the Software Licence page, are the "Cotterpin commercial subscription agreement" referred to in the software's NOTICE file. Our Privacy Policy explains how we handle personal data. Team customers who need one can also accept our Data Processing Addendum. Enterprise customers have a separate written agreement, which takes priority over these terms where they differ.

Cotterpin 0.3.0 is the first working release. Any earlier version, including a release candidate, is a preview for evaluation only and may change before 0.3.0.

3. Paddle, our merchant of record

Our paid plans are sold through **Paddle.com Market Ltd** ("**Paddle**"), which acts as our **merchant of record and reseller**. When you buy Pro or Team, whether through `cotterpin subscribe` or a Buy link on our website, **you buy from Paddle**:

- your contract for the purchase and payment is with Paddle, under Paddle's Buyer Terms, which Paddle shows you at checkout;
- Paddle takes your payment, calculates and collects any sales tax or VAT, issues your invoices and receipts, handles payment disputes and processes refunds;
- you enter card and payment details only on Paddle's checkout in your own browser. **Cotterpin never receives your card details.**

Your right to use the Cotterpin software and the paid features of your plan is granted by Cotterpin under these terms. If Paddle's Buyer Terms and these terms conflict about payment, tax, invoicing or refunds processing, Paddle's Buyer Terms apply to that point; on everything else, these terms apply.

4. Plans

PLAN	PRICE	MACHINES	WHAT IT DOES
Watch	Free, no card	Unlimited	Reports what it would have caught; never blocks or changes your code on its own. The free routes run in full
Pro	US $100 per year	3 per person	Gates that block, work sent back to your agent, refuter, receipts
Team	US $30 per seat per month, billed annually (US $360 per	3 per seat	Everything in Pro, for a team

PLAN	PRICE	MACHINES	WHAT IT DOES
	seat per year); minimum 5 seats		
Enterprise	By agreement	By agreement	Under a separate written agreement

Watch and the free routes

Watch is free, on as many machines as you like, for as long as you like. No card is needed and you are never charged. It runs alongside your agent and reports, after each session, what it would have caught and where. **Watch never blocks, never refuses and never fixes**. It is also what Cotterpin falls back to whenever a paid licence is absent, expired, cancelled or cannot be checked. New language packs reach Watch 60 days after they reach Pro.

The **free routes** run in full on every plan, Watch included: each language pack's upgrade routes and the vulnerability fixes (`cotterpin snyk`). Their checks enforce as they do on Pro. There is no free trial of the paid plans: free trials offered before 28 October 2026 now run as Watch.

Pro and Team

Pro is for one person. Team is for the number of people (seats) you buy, at least five. Plan features are those described on our pricing page at the time you buy or renew. Prices are in US dollars; Paddle shows the final price, including any tax for your location, before you pay.

Team single sign-on. Team includes single sign-on with Okta, Microsoft Entra ID, Google Workspace and GitHub. Your organisation registers one identity provider for its Team licence; each person signs in with `cotterpin login` , and a seat is assigned to the identity your provider confirms. Someone your provider removes stops renewing, and your Team administrators can revoke a member's machines at any time.

No dashboard in this release. This release has no Team or Enterprise web dashboard. Results are reported on each developer's machine.

Support and response times

Support is by email to support@cotterpin.io. On Watch and Pro, we answer on a best-effort basis. On Team, our **target** is a first response within 1 business day, counted in UK business hours (Monday to Friday, excluding UK bank holidays). This is a target, not a commitment: missing it does not give rise to service credits or any other contractual remedy. Enterprise support is set out in the Enterprise agreement.

5. Licences and machines

- Each Pro licence, and each Team seat, belongs to **one named person** and may be registered on up to **3 machines** (for example work, home and a spare). From a future release, a licence or seat is in use on only one of those machines at a time: starting work on another moves it there, and the

machine it left runs in Watch until it takes it back. Until that release, the 3 machines may be in use at once, but only by that one person.

- You can move a licence between machines yourself at any time with `cotterpin machines`. A machine you move a licence away from stops enforcing straight away, or at the latest when its licence token next expires.
- A licence token is held on your machine, is valid for at most 35 days, and is renewed online. If it cannot be renewed, that machine runs in Watch until it can.
- A Team seat is for one named person at a time. You may reassign a seat when someone leaves or changes role, but not share one seat between people at the same time. When your Team uses single sign-on, a seat's holder is the identity your organisation's provider confirms.
- **Seat counts.** You must hold a seat for every person who uses Cotterpin's paid features. Once a year, at renewal, and otherwise when we reasonably ask (at most once in any 12 months), you will confirm in writing how many people used them. If more people used them than you hold seats for, you will buy the missing seats at the price then in force, charged from the date the extra use began.
- **Checking seat counts.** If we have reasonable grounds to think a seat count is wrong, we may ask for records that show who used the paid features, at most once in any 12 months and on at least 30 days' written notice. We will look only at licence and seat records, never at your code, and keep what we see confidential. We bear the cost of the check, unless it shows use more than 5% above the seats held, in which case you pay its reasonable cost.
- **Build pipelines.** Watch may run in automated build pipelines (continuous integration) without a seat. Terms for running paid features in a pipeline will be set out from a future release; until then, a pipeline that uses paid features needs a seat, like a person.
- Licences bought on our website are claimed on your machine with `cotterpin subscribe --claim <email>`, using the email address you gave Paddle.

6. Billing, renewal and cancellation

- **Annual billing in advance.** Pro and Team are billed once a year, in advance, by Paddle.
- **Automatic renewal.** Your subscription renews automatically at the end of each year, at the price then in force, until you cancel. At least 14 days before each renewal you will get an email reminder with the renewal date, the price and how to cancel.
- **Price changes.** We will tell you about a price change at least 30 days before the renewal it applies to, so you can cancel first.
- **Changing seats.** Team seats added during a year are charged by Paddle pro rata for the rest of that year. Removing seats takes effect from your next renewal.
- **Cancelling.** You can cancel at any time, as easily as you subscribed: in the Paddle customer portal, which `cotterpin billing` opens for you, or through paddle.net. Cancellation stops the next renewal; your paid features continue until the end of the year you have paid for, and then Cotterpin switches to Watch.
- **Failed payments.** If a renewal payment fails, your paid features continue until the end of the period already paid for plus 3 days' grace, while Paddle retries the payment. After that, Cotterpin

switches to Watch until payment succeeds.

Cancelling or lapsing never deletes anything on your machine and never blocks your work: your repositories, reports and receipts stay where they are.

7. Refunds

Refunds are set out in our Refund Policy. In short: you can ask for a full refund within 30 days of a payment for an annual plan. Paddle processes every refund to your original payment method. If you are a consumer, you also keep your statutory rights (see section 16).

8. Software licence

The Cotterpin source code is made available under the PolyForm Internal Use License 1.0.0, as included with the software in `LICENSE.md` and summarised on our Software Licence page. In summary, it lets you use and modify the software for the internal business operations of you and your company, and does not let you distribute it.

The licensor is Cotterpin Technologies Ltd, which owns the copyright in the Cotterpin software. No right is granted beyond the licence text and these terms.

Paid capabilities — the Pro enforcer components and any other licensed content you fetch under a subscription — are licensed to you by Cotterpin under these terms, not under `LICENSE.md`. While your subscription is active, we grant you a non-exclusive, non-transferable licence to use them on the machines registered to your licence, for your own or your organisation's internal purposes. That licence ends when your subscription ends; Cotterpin then runs in Watch.

Team packs (coming in a future release). A team pack holds your team's own rules — gates, guards, hooks, scripts, workflows and skills — in your own repository, under `.cotterpin/packs/`. We never receive, store or host a team pack. Creating or extending a team pack through Cotterpin needs an active subscription. If your subscription ends, you keep every team pack exactly as it was, and Cotterpin still runs it in Watch (it reports and does not block); you cannot create or extend team packs through Cotterpin until you subscribe again. What you and your team write yourselves stays yours. Team pack content that Cotterpin generates for you (for example gates, guards and their tests) is Cotterpin's, and we grant you a perpetual, non-exclusive, royalty-free licence to use, change and keep it within your own organisation and repositories, including after your subscription ends. You may not sell, publish or distribute it, or the way it was generated, as a product or service of your own.

Third-party components included in Cotterpin are licensed under their own terms, listed in the software bill of materials shipped with each release.

9. Consent: what we do on your machine

Cotterpin follows one rule whenever it would measure your machine, change your own files or your agent tools' settings outside your repository, install hooks or an agent-tool adapter, contact our licence service or send anything to a model provider:

> “We MUST ALWAYS say WHAT we are going to do and WHY we need to do it. The developer can approve/decline. If decline, then we run in serial or always take the unscanned, default option.”

- Every request tells you what will be read or sent, where from, why, and what happens if you decline.
- Declining is always safe. If you decline a machine measurement, work runs one job at a time. If you decline contacting the licence service, Cotterpin runs in Watch.
- In a non-interactive shell (a pipe, CI), anything you have not approved in advance counts as declined.
- You can review or change every answer at any time with `cotterpin consent`.

Cotterpin is installed in two modes. **Developer mode** runs in your user account and needs no administrator rights. **Hardened mode** adds root-owned settings and a supervisor that runs with administrator (root) rights; an administrator installs it (see Security). You choose whether to use hardened mode.

10. Your code and your model provider

- **Your code stays yours.** We claim no rights in your code, your repositories, or what your agents produce.
- **We do not receive your code.** When a task needs a model, Cotterpin sends the files that task selected, its prompt and its instructions only to the provider you chose (for example Claude, Codex, Grok or Gemini), under **your own account**, after you approve it. Cotterpin removes `.env` and credential files and redacts recognisable secrets first.
- **Bug reports carry no code.** A bug report holds only the facts our Privacy Policy lists, and is sent only by you or, from the next release, automatically where you turned that on yourself for a repository and kind of report. Your organisation can forbid automatic reports for its repositories, and you can turn them off at any time.
- **Your provider's terms apply** to what that provider receives, and to any charges it makes. You are responsible for your provider accounts, keys and spend.
- You confirm you have the right to process the code you run Cotterpin against, and to send it to the provider you choose.

11. Acceptable use

Our Acceptable Use Policy applies in full. In short, you must not:

- bypass, disable or tamper with licence checks, machine limits, release signature checks or licence tokens, or use a licence token on a machine it was not issued for;
- share, sell, rent or sublicense a licence or seat, or let more people use it than you have paid for, or use one licence or seat on more than one machine at the same time once that limit applies (see section 5);
- distribute the software, its gate packs or paid components, except as the software licence allows;
- attack, overload, probe or scrape our licence service, or get around its rate limits;
- use the Service to break the law, infringe anyone's rights, or build or test malware against systems you are not authorised to test;
- use the Service in breach of your model provider's terms.

Good-faith security research that follows our disclosure policy is welcome and is not a breach of this section.

12. Results and your responsibilities

Cotterpin checks work, blocks unproven work and reports evidence. It raises the bar; it does not guarantee that any code is free of defects, secure or fit for a particular purpose. **You decide what lands**: fixes wait for your approval, and tasks end in a branch or pull request for you to review. You remain responsible for reviewing, testing and backing up your code and for what you deploy.

Model output comes from your provider, not from us, and may be wrong. Estimates Cotterpin shows (for example, time saved) are labelled as estimates.

13. Releases, updates and changes to the Service

- Nothing updates itself. Updates are signed release downloads, fetched only when you run `cotterpin update --fetch` and approve contacting our licence service. Cotterpin verifies each release before it is used and refuses one that fails verification.
- A repository moves to a new release only when you run `cotterpin upgrade` (or `cotterpin update`, which uses it). `cotterpin update --rollback` undoes the last update.
- We may improve or change the Service. We will not materially reduce the core features of a paid plan during a period you have already paid for. If we do have to, for legal or security reasons, we will tell you and you may cancel for a pro-rata refund of the unused period.

14. Suspension and termination

You may stop using the Service at any time; uninstalling Cotterpin ends your use of the software. To stop paying, cancel your subscription (see section 6).

We may suspend or revoke a licence if you materially breach these terms (for example, sections 8 or 11). Where the breach can be put right, we will tell you first and give you 32 days to do so, matching the software licence. If we end a paid licence for a reason that is not your breach, you will receive a pro-rata refund of the unused period. When a licence ends, Cotterpin runs in Watch; nothing on your machine is deleted.

15. Liability

Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law.

If you use the Service for business

- Watch and the free routes are provided “as is”, without any warranty, to the extent the law allows.
- We are not liable for loss of profits, revenue, business, goodwill or anticipated savings, for loss or corruption of data or code, or for any indirect or consequential loss.
- Our total liability to you in each year of your subscription, however arising, is limited to the fees paid for the Service in the 12 months before the event giving rise to the claim. For free use, it is limited to £100.

- You will compensate us for any third party's claim against us that arises because you ran Cotterpin against code, or sent material to a model provider, that you had no right to process or send, or because you broke the Acceptable Use Policy. We will tell you about such a claim promptly and let you take part in defending it.

If you are a consumer

We are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or failing to use reasonable care and skill. We are not responsible for loss that was not foreseeable. We supply the Service for domestic and private use; if you use it for a business, we have no liability to you for business losses. If digital content we supply damages a device or other digital content you own because we did not use reasonable care and skill, we will repair the damage or pay you compensation.

16. If you are a consumer

If you live in the UK and buy for purposes outside your trade, business, craft or profession, you have legal rights under the Consumer Rights Act 2015, including that digital content must be as described, fit for purpose and of satisfactory quality. Nothing in these terms affects those rights. Your right to cancel a purchase within 14 days is described in the Refund Policy; our own refund window is longer. Where the subscription-contract rules of the Digital Markets, Competition and Consumers Act 2024 apply, we follow them: you get the key information before you subscribe, a reminder before each renewal, and a way to cancel that is as easy as subscribing.

17. Privacy

How we handle personal data, and exactly what leaves your machine, is set out in our Privacy Policy, with more detail in our GDPR Statement, Data Retention Policy, Sub-processors list and Cookie Policy.

18. Changes to these terms

We may update these terms, for example to reflect changes in the law or the Service. For a change that is not in your favour, we will give you at least 30 days' notice by email (if we have your address) or in the software, and the change will apply to a paid plan from your next renewal. If you do not accept a change, you may cancel before it applies.

19. Law and jurisdiction

These terms are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction over any dispute, except that if you are a consumer living in Scotland or Northern Ireland you may also bring proceedings in your local courts, and if you are a consumer living elsewhere you keep any mandatory protection given by the law of your country of residence.

20. General

- **Entire agreement.** These terms, the Acceptable Use Policy, the Refund Policy and the Software Licence (and, where you have accepted it, the Data Processing Addendum) are the whole agreement between you and us about the Service. Your purchase contract with Paddle is separate.
- **Transfer.** You may not transfer your rights under these terms without our written consent. We may transfer ours to another organisation that takes over the Service; this will not reduce your rights.

- **Third parties.** No one other than you and us has any right to enforce these terms.
- **Severability.** If a court finds part of these terms invalid, the rest continues to apply.
- **No waiver.** If we delay enforcing these terms, we can still enforce them later.
- **Events beyond our control.** We are not responsible for delays or failures caused by events outside our reasonable control.
- **Sanctions and export control.** You confirm that you are not a person or organisation targeted by UK, EU, UN or US sanctions, and that you will not use or export the Service in breach of export-control or sanctions law. We may refuse or end a licence where providing it would break those laws.
- **Notices.** We send notices to the email address you gave us or Paddle, or show them in the software. You send notices to legal@cotterpin.io.

21. Contact

Questions about these terms, billing or your licence: email support@cotterpin.io. Questions about a payment, invoice or refund can also go straight to Paddle at paddle.net.

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