

The Gist

We (the folks at Automattic) are on a mission to make the web a better place. We hope you love our products and services — from website publishing tools to ecommerce solutions to security backup systems to management tools for global companies to the next great idea that we haven't even thought of yet — as much as we love creating them.

These Terms of Service (“Terms”) describe our commitments to you, and your rights and responsibilities when using our services. Please read them carefully and reach out to us if you have any questions.

We've decided to make these Terms available under a Creative Commons Sharealike license. You can grab a copy of these Terms and other legal documents on Github. You're more than welcome to copy them, adapt them, and repurpose them for your own use. Just make sure to revise the language so that your Terms reflect your actual practices. Also, if you do use these Terms, we'd appreciate a credit and link to Automattic somewhere on your website.

Terms of Service

These Terms govern your access to and use of WordPress.com, Jetpack.com, VaultPress.com, and Happy.Tools, as well as all content and Automattic products and services (for example, ecommerce services as outlined below in Section 7e) available at or through these websites (collectively, “Services”).

These Terms also govern visitors' access to and use of any websites that use our Services, such as websites hosted on WordPress.com that are operated by our users.

For some of Automattic's other products and services, such as WooCommerce, Akismet, CrowdSignal, and WordPress.com VIP, additional Terms of Service may apply and will be posted on the websites for those products and services.

Our Services are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Automattic's Privacy Policy), and procedures that may be published from time to time by Automattic (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and the Agreement will apply to any upgrades.

Please read the Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Agreement. If you do not agree to all the terms of the Agreement, then you may not access or use our Services.

1. Who's Who

Throughout these Terms, "you" applies to both individuals and entities that access or use our Services. If you are an individual using our Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using our Service(s), you are accepting the Agreement on behalf of that entity.

We use the term "Designated Countries" to refer to Australia, Canada, Japan, Mexico, New Zealand, and all countries located in the European continent. If you reside in the "Designated Countries," your Agreement is with Aut O'Mattic A8C Ireland Ltd. If you reside outside of the "Designated Countries," your Agreement is with Automattic Inc.

We refer to Aut O'Mattic A8C Ireland Ltd. and Automattic Inc. collectively as "Automattic" or "we" throughout these Terms.

2. Your Account

Where use of our Services requires an account, you agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your account information up-to-date and for keeping your password secure.

You are responsible for maintaining the security of your account and any Service-related website, store, or other content, and you are fully responsible for all activities that occur under your account and any other actions taken in connection with our Services. You shall not share or misuse your access credentials. You must immediately notify us of any unauthorized uses of your account, store, or website, or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

3. Minimum Age Requirements

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (or 16 years or older in the European Union).

4. Responsibility of Visitors and Users

We have not reviewed, and cannot review, all of the content (such as, but not limited to, text, photo, video, audio, code, computer software, items for sale, or other materials) posted to our Services by users or anyone else (“Content”) and are not responsible for any use or effects of such Content. So, for example:

- We do not endorse any Content or represent that Content is accurate, useful, or non-harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights (see our Copyright Infringement and DMCA Policy section to submit copyright complaints), or other proprietary rights of third parties.
- If you post Content, comment on a website, or otherwise make (or allow any third party to make) Content available on our Services, you are entirely responsible for the Content, and any harm resulting from, that Content or your conduct.
- We disclaim any responsibility for any harm resulting from anyone’s use, purchase, or downloading of Content. If you access or use any Content, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- Any Content offered for sale through any of our Services are the seller’s sole responsibility, and you agree that you will look solely to the seller for any damages that result from your purchase or use of Content.
- We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any Content.
- Please note that additional third party terms and conditions may apply to the downloading, copying, purchase, or use of Content.

We also have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and web pages that link to, or are linked from, WordPress.com or our other Services. For example:

- We do not have any control over those websites and are not responsible for their contents or their use.
- The existence of a link to or from one of our Services does not represent or imply that we endorse such website.
- You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- We disclaim any responsibility for any harm resulting from non-Automattic websites.

5. Fees, Payment, and Renewal

Fees. Some of our Services are offered for a fee — such as Jetpack, VaultPress, and Happy Tools – while other Services may be free with optional paid upgrades, such as a WordPress.com plan (collectively, “Paid Services”). By using a Paid Service, you agree to pay the specified fees. Depending on the Paid Service, there may be a one-time fee or recurring fees. For recurring fees, we’ll bill or charge you for in regular intervals (such as monthly, annually, or biennially), on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team.

Taxes. To the extent permitted by law, or unless explicitly stated otherwise, all fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees, or charges now in force or enacted in the future (“Taxes”). You are responsible for payment of all applicable Taxes relating to your use of our Services, your payments, or your purchases. If we are obligated to pay or collect Taxes on the Fees you’ve paid or will pay, you are responsible for such Taxes, and we may collect payment for such Taxes.

Payment. If your payment fails or Paid Services are otherwise not paid for on time, we may immediately cancel or revoke your access to the Paid Services. If you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services, we may revoke your access to our Services in general.

Automatic Renewal. To ensure uninterrupted service, recurring Paid Services are automatically renewed. This means that unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to invoice you or use any payment mechanism we have on record for you to collect the then-applicable subscription fee (as well as any Taxes). Your Paid Services are renewed for the same interval of time. For example, if you purchase a WordPress.com annual plan, you will be charged each year.

Refunds. While you may cancel a Paid Service at any time, refunds are issued in our sole discretion, unless otherwise required by applicable law.

Fee Changes. We may change our fees at any time. When applicable, we may give you advance notice of the fee changes. If you don’t agree with the fee changes, you can cancel your Paid Service.

6. General Representation and Warranty

You represent and warrant that your use of our Services:

- Will be in strict accordance with these Terms;

- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, and the transmission of technical data exported from the United States or the country in which you reside);
- Will not use the Services for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of any third party;
- Will not overburden Automattic's systems, as determined by us in our sole discretion;
- Will not disclose sensitive personal information of others;
- Will not be used to send spam or bulk unsolicited messages;
- Will not interfere with, disrupt, or attack any service or network; and
- Will not be used to create, distribute, or enable material that is – or that facilitates or operates in conjunction with – malware, spyware, adware, or other malicious programs or code.

7. Specific Service Terms

a. WordPress.com Websites and Accounts

WordPress.com enables you to create beautiful websites and blogs, and we would love for you to use it. A WordPress.com account also allows you to sign into some of our Services.

WordPress.com's basic service is free, and we offer paid plans for advanced features such as a custom domain name, extra storage, and access to premium themes. Our service is designed to give you as much control and ownership over what goes on your website as possible and encourage you to express yourself freely. You own all content you post to your website. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your website.

If you find a WordPress.com website that you believe violates these Terms, please visit our dispute resolution and reporting page.

Your WordPress.com Website. If you create a website on WordPress.com, you get to use an Automattic-owned subdomain, such as example.wordpress.com or mollys.food.blog. You must not engage in "domain squatting," claim an unreasonable number of subdomains (as determined by us), or sell access to any subdomains.

License. By submitting Content to Automattic for inclusion on your website, you grant Automattic a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing, and promoting your website. This license also allows Automattic to make any publicly-posted

Content available to third parties selected by Automattic (through [Firehose](#), for example) so that these third parties can analyze and distribute (but not publicly display) the Content through their services. You also give other WordPress.com users permission to share your Content on other WordPress.com websites and add their own Content to it (aka to “reblog” your Content), so long as they use only a portion of your post and they give you credit as the original author by linking back to your website (the [reblogging function](#) on WordPress.com does this automatically!).

Removing Content. If you delete Content, we will use reasonable efforts to remove it from public view (or in the case of a private website, from view by the authorized visitors) on WordPress.com, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Web Traffic. We use a third party, comScore, Inc. (“comScore”), to measure WordPress.com’s audience and usage. By hosting your website on WordPress.com, you agree to assign the traffic relating to your website to Automattic and authorize us to sign a Traffic Assignment Letter on your behalf for comScore audience measurement reports. Your website’s traffic will be included under Automattic. You understand that your website will not receive credit for traffic in these reports, and you must not assign your website’s traffic to any other party. If we or comScore require additional documentation to verify ownership of your website or domain name, you agree to make reasonable efforts to accommodate such requests.

Prohibited Uses. By using WordPress.com, you represent and warrant that your Content and conduct do not violate the [User Guidelines](#).

HTTPS. We offer free HTTPS on all WordPress.com websites by default, including those using custom domains, via [Let’s Encrypt](#). By signing up and using a custom domain on WordPress.com, you authorize us to act on the domain name registrant’s behalf (by requesting the necessary certificates, for example) for the sole purpose of providing HTTPS on your website.

Advertisements. We reserve the right to display advertisements on your website unless you have purchased a plan that includes the removal of ads.

Attribution. We reserve the right to display attribution text or links in your website footer or toolbar, attributing WordPress.com or the theme author, for example. Some of these attributions may not be altered or removed. For more details about what these attributions might look like, and under which circumstances (if any) they may be altered or removed, please see our [Admin and Action Bars support page](#).

Friends of WP.com Themes. By activating a partner theme from the Friends of WP.com section of our themes directory, you agree to that partner’s terms of service. You can decline the terms of service at any time by deactivating the partner theme.

Domain Names. We act as a registrar and also work with third party registrars in order to provide our users with domain name services. When you register a domain name on WordPress.com, or when you transfer an existing domain name to WordPress.com, you become bound by the relevant registrar’s terms and conditions, either the [Automattic Domain Name Registration Agreement](#), [Tu cows Domain Inc. Registration Agreement](#), or [this Domain Name Registration Agreement](#), in addition to these Terms. When you register a domain, you are presented with and agree to the relevant domain registration agreement. If you didn’t make a note of it, you can look it up at any time at WordPress.com. Please see [this support page](#) for instructions on how to determine which domain registration agreement(s) apply to you and your domains. These registrar terms are incorporated by reference into these Terms.

Further, your use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers (“ICANN”). You can read about [your rights and responsibilities as a domain name registrant](#) under ICANN’s Registrar Accreditation Agreement and about [domain name registration generally](#).

For details about what happens during the domain expiration process, and how we may notify you of domain expiration, please see the [Domain Expiration support page](#).

Please refer to the [domain pricing and available TLDs page](#) for details about fees associated with domain registrations, renewals, and redemptions.

b. Jetpack

Jetpack is a plugin that connects your self-hosted WordPress website to WordPress.com’s infrastructure to give you powerful WordPress.com features.

Jetpack Content. You’re fully responsible for the content of any website you own that runs Jetpack (“Jetpack Content”).

Features. Jetpack includes various features, and you can visit [Jetpack.com](#) to learn more about them. Some features, like Enhanced Distribution, when activated, will include your Jetpack Content in [Firehose](#). By activating these features, you grant us permission to display your Jetpack Content on WordPress.com for the purpose of distributing and promoting your website. Some features are on by default and others you need to enable manually. You can see which features are active, and activate and deactivate features, on your dashboard.

License. You agree that we may scan your website, and compile aggregated/anonymized statistics for our internal use to optimize Jetpack’s performance. By submitting Content to

Automattic for inclusion on your website, you grant Automattic a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing, and promoting your website. This license also allows Automattic to make any publicly-posted Content available to third parties selected by Automattic (through [Firehose](#), for example) so that these third parties can analyze and distribute (but not publicly display) the Content through their services.

Storage of Information. Certain Jetpack features rely on WordPress.com servers to function, such as those that allow you to send email, publish links, relate posts to each other, or resize images. To take advantage of the performance boosting features of Jetpack, certain information about the Content, settings, and setup of your website are synced with our servers, as described on our [What Data Does Jetpack Sync? support page](#).

Prohibited Uses. Your website and Jetpack Content must comply with [Jetpack's Service Guidelines](#).

c. VaultPress

VaultPress is a subscription-based security and backup service for self-hosted WordPress websites.

VaultPress Content. VaultPress will backup your WordPress content (e.g., your WordPress database, plugins, themes, and uploads, as well as some additional files, as described in [this introduction to VaultPress](#)) ("VaultPress Content"). You can view the Content that VaultPress backs up via your [VaultPress dashboard](#). You're fully responsible for your VaultPress Content. It's your responsibility to ensure that your website's Content abides by applicable laws and by these Terms. We don't actively review the VaultPress Content.

Access. If you lose access to your WordPress.com account, you may not be able to access your backed up VaultPress Content.

License. By using VaultPress, you grant us access to your website's servers for the purpose of backing up and securing your VaultPress Content, and restoring files and database information (which may include access details for multiple servers or accounts for each website that we backup). In order to address security vulnerabilities, we may push an upgrade to your website, or we may access your website to remove malicious code. We may also scan VaultPress Content and compile aggregated/anonymized statistics for our internal use to optimize the performance of the VaultPress service. You also grant us a worldwide, royalty-free, and non-exclusive license to copy and store your VaultPress Content, to the extent necessary to operate the VaultPress service. These Terms don't give us any rights in your VaultPress Content, beyond those we need to operate VaultPress. You own your VaultPress Content.

Cancellation. If you cancel your subscription to VaultPress, we will queue your backed-up VaultPress Content for deletion.

d. Happy Tools

Happy Tools is a suite of software and consulting services to help modern and distributed companies manage, grow, and support their business.

Prohibited Uses. You agree not to:

- Modify, decompile, reverse engineer or otherwise alter or seek to derive the trade secrets and other inherent intellectual property of Happy Tools; or
- License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make Happy Tools available to any third party, other than your authorized users.

e. Ecommerce Services

There are certain features offered via [WooCommerce](#), [WooCommerce Services](#), or WordPress.com that enable you to sell items (goods, content, services, etc.) on your website (“Ecommerce Services”). If you use WooCommerce, the [WooCommerce Use Terms](#) also apply.

Usage of Information. WooCommerce Services may require Automattic’s servers, a connection to our partners, and/or data from your website, to work, as described on our [What Data Does Jetpack Sync? support page](#).

Prohibited Uses. If your store is on WordPress.com, you must not violate our [User Guidelines](#) or [Store Guidelines](#).

Third Party Services. You may choose to set up and/or use third party services, such as [Stripe](#) or [PayPal](#) to collect payment, [TaxJar](#) to calculate taxes, or [EasyPost](#) to manage shipping. If you do so, be aware that some of your — and your customers’ — data may be passed to the respective third party, and the respective third party’s terms of service, privacy policy, and other policies may apply. We are not involved in these relationships. Please note that some of these third party services (like TaxJar) may be enabled by default, but you may disable them before your store is set up. If you do not want to use these third party services, please disable them.

Tax Calculations. Tax calculations are provided by [TaxJar](#). You are responsible for all taxes and fees associated with your ecommerce activities. You must collect, report, and/or pay the correct amounts to the appropriate authorities, if applicable and, if needed, inform your customers about any taxes they may be required to pay and issue appropriate invoices.

While some Ecommerce Services allow you to include sales taxes or Value Added Taxes in transactions, you should not rely solely on these features. While our goal is to keep our documents and tools up-to-date, tax laws change rapidly, and we do not guarantee that tax calculations you receive through or in connection with our Services are complete and accurate. Tax laws also differ from jurisdiction to jurisdiction and may be subject to different interpretations by different authorities. We recommend that you consult with a tax professional for your specific tax situation when assessing the correct tax rates you should charge.

Shipping Services. Shipping labels are provided by [EasyPost](#) and allow you to take advantage of real-time shipping rates to purchase postage and print shipping labels from certain mailing services, such as [USPS](#) and [Canada Post](#). We act only as an intermediary between you and these third parties; we are not involved in any way with your product or its shipment. We also do not warrant that the results you obtain from the use of these services (rates and labels, for example) will be accurate or reliable.

You are solely responsible for compliance with all applicable rules and regulations, including domestic and international shipping and customs regulations and those of the relevant mailing service. For example, if you use USPS postage, you will need to comply with their [shipping restrictions](#) and [mailing standards](#), among others.

In addition, you are solely responsible for customs charges, import taxes or duties, or any other charges related to your shipments. If any charges are assessed against us as a result of your use of the shipping services, you will reimburse us for the full amount within 7 days.

You authorize us to charge you for the fees associated with each shipping label you create. Each fee will be charged separately to the payment methods you have provided in your WordPress.com account, which you can view and manage as described the [Payment Methods support page](#). If you have multiple payment methods, you can select which should be used for the shipping label service. If we are unable to collect payment from you for these fees, you will be responsible for payment within 7 days; please contact us to remit payment.

Refunds for unused shipping labels must be requested in your store's wp-admin within 30 days of creating the label. Please note that depending on your bank and the third party involved, it may take up to 45 days for your refund to issue. If you haven't received your refund within this time frame, please contact us.

You may not transfer or sell postage and/or shipping labels to a third party.

Your Responsibilities. You are solely responsible for all of your ecommerce activities, including your store, your items, its operation, all applicable taxes and fees, compliance with the Payment Card Industry Data Security Standard (PCI DSS), and compliance with any applicable laws. Among other things, this means that:

- You should use your best judgment when setting up your store, operating your store, processing payments, and selling items. For example, you may not want to accept check payments if you are not comfortable sharing your mailing address with a customer, or you may want to publish payment and return policies.
- We are not involved in your relationships or transactions with any customer or potential customer.
- You are responsible for resolving all support questions, comments, and complaints, including refunds, chargebacks, or pricing questions. You should provide contact information so that customers may contact you with questions or complaints.
- You are responsible for delivering items sold to your customers, and for fulfilling all promises, representations, or warranties you make to them in connection with a sale.

8. Copyright Infringement and DMCA Policy

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or associated with an Automattic product or service violates your copyright, please notify us in accordance with [Automattic's Digital Millennium Copyright Act \("DMCA"\) Policy](#). We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate a visitor's access to and use of the website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Automattic or others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

9. Intellectual Property

The Agreement does not transfer from Automattic to you any Automattic or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Automattic. Automattic, WordPress, WordPress.com, the WordPress.com logo, and all other trademarks, service marks, graphics, and logos used in connection with WordPress.com or our Services, are trademarks or registered trademarks of Automattic or Automattic's licensors. Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Automattic or third party trademarks.

10. Third Party Services

In using the Services, you may enable or use services, products, software (like themes or plugins), embeds, or applications developed by a third party or yourself ("Third Party Services") on your website.

If you use any Third Party Services, you understand that:

- Third Party Services are not vetted, endorsed, or controlled by Automattic.
- Any use of a Third Party Service is at your own risk, and we shall not be responsible or liable to anyone for Third Party Services.
- Your use is solely between you and the respective third party (“Third Party”) and will be governed by the Third Party’s terms and policies. It is your responsibility to review the Third Party’s terms and policies before using a Third Party Service.
- Some Third Party Services may request or require access to your (yours, your visitors’, or customers’) data, for example, via a pixel or cookie. If you use the Third Party Service or grant access, your data will be handled in accordance with the Third Party’s privacy policy and practices. We do not have control over how a Third Party Service may use your data. You should carefully review Third Party Services’ data collection, retention, and use policies and practices before enabling Third Party Services.
- Third Party Services may not work appropriately with your website, and we may not be able to provide support for issues caused by any Third Party Services.
- If you have questions or concerns about how a Third Party Service operates, or need support, please contact the Third Party directly.

In rare cases, we may at our discretion, suspend, disable, or remove Third Party Services from your account or website.

11. G Suite

If you purchase a G Suite subscription, this section applies. G Suite is provided by Google, and your use of G Suite is subject to [Google’s Terms of Use](#) for the services, which you’ll accept prior to using G Suite for the first time. Automattic is an authorized reseller of G Suite, but makes no warranties about the services provided by Google, and disclaims Google’s liability for any damages arising from our distribution and resale of their services. Google will provide technical support for its services, per its [Technical Support Services Guidelines](#). If you’re a business and purchase G Suite for your WordPress.com website, you represent that you have 749 or fewer staff members.

12. Changes

We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. These Terms may only be modified by a written amendment signed by an authorized executive of Automattic, or by the posting by Automattic of a revised version. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which

the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period, or once the changes become effective. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

13. Termination

We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. We have the right (though not the obligation) to, in our sole discretion, (i) reclaim your username or website's URL due to prolonged inactivity, (ii) refuse or remove any content that, in our reasonable opinion, violates any Automattic policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of any of our Services to any individual or entity for any reason. We will have no obligation to provide a refund of any amounts previously paid.

If you wish to terminate the Agreement or your WordPress.com account, you may simply discontinue using our Services, or, if you are using a paid service, you may cancel at any time, subject to the Fees, Payment, and Renewal section in these Terms.

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Disclaimer of Warranties

Our Services are provided "as is." Automattic and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Automattic, nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. If you're actually reading this, [here's a treat](#). You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

15. Jurisdiction and Applicable Law.

Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services will be the state and federal courts located in San Francisco County, California.

16. Arbitration Agreement

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys’ fees.

17. Limitation of Liability

In no event will Automattic, or its suppliers or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Automattic under the Agreement during the twelve (12) month period prior to the cause of action. Automattic shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

18. Indemnification

You agree to indemnify and hold harmless Automattic, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys’ fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement, Content that you post, and any ecommerce activities conducted through your or another user’s website.

19. US Economic Sanctions

You expressly represent and warrant that your use of our Services and/or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and we reserve the right to terminate accounts or access of those in the event of a breach of this condition.

20. Translation

These Terms were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms and the

English version, the English version will control.

21. Miscellaneous

The Agreement constitutes the entire agreement between Automattic and you concerning the subject matter hereof. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Automattic may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.