

## Terms of Service

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*Last Updated: March 30, 2021*

### The Gist

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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 distributed 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. **These Terms include a mandatory arbitration provision in Section 16. If you don’t agree to these Terms, don’t use our services.**

We’ve made these Terms available under a [Creative Commons Sharealike license](#), which means that you’re more than welcome to copy them, adapt them, and repurpose them for your own use. Just make sure to revise them so that your Terms of Service reflect your actual practices. Also, if you do use these Terms, we’d appreciate a credit and link to Automattic somewhere on your website. You can grab a copy of these Terms and other legal documents on [GitHub](#).

### Terms of Service

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These Terms govern your access to and use of the products and services we provide through or for [WordPress.com](#), [WooCommerce.com](#), [WooCommerce Shipping & Tax](#), [Jetpack.com](#), [VaultPress.com](#), [Happy.Tools](#), [Jetpack CRM](#), and [MailPoet](#) (collectively, “Services”).

These Terms also govern visitors’ access to and use of any websites that use our Services, like the websites that our users create on WordPress.com. Please note though that the operators of those websites may also have their own separate terms of use.

For some of Automattic’s other products, services, and programs, such as [Akismet](#), [Crowdsignal](#), [Newspack](#), [WordPress.com VIP](#), our [Affiliate Program](#), and our [Refer-A-Friend Program](#), additional or separate terms may apply.

Please read these Terms carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to be bound by all of the Terms and all other operating rules, policies, and procedures that we may publish via the Services from time to time (collectively, the “Agreement”). You also agree that we may automatically change, update, or add on to our Services, and this Agreement will apply to any changes.

## 1. Who’s Who

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“You” means any individual or entity using our Services. If you use our Services on behalf of another person or entity, you represent and warrant that you’re authorized to accept the Agreement on that person’s or entity’s behalf, that by using our Services you’re accepting the Agreement on behalf of that person or entity, and that if you, or that person or entity, violates the Agreement, you and that person or entity agree to be responsible to us.

Please see below to determine which entity your Agreement is with, which depends on where you reside and which Services you use. We use the term “Designated Countries” to refer to Australia, Canada, Japan, Mexico, New Zealand, Russia, and all countries located in Europe (including the UK and ROI).

### **All Automattic Services (except WooCommerce)**

- If you reside outside of the Designated Countries: Automattic Inc.
- If you reside in the Designated Countries: Aut O’Matic A8C Ireland Ltd.

### **WooCommerce Services**

*WooCommerce Services includes WooCommerce, WooCommerce Payments, WooCommerce Shipping, MailPoet, and any products or services purchased from WooCommerce.com.*

- If you reside outside of the Designated Countries: WooCommerce, Inc.
- If you reside in the Designated Countries: WooCommerce Ireland Ltd.

We refer to Automattic Inc., Aut O’Matic A8C Ireland Ltd., WooCommerce, Inc., and WooCommerce Ireland Ltd. collectively as “Automattic” or “we” throughout these Terms.

## 2. Your Account

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When using our Services requires an account, you agree to provide us with complete and accurate information and to keep the information current so that we can communicate with you about your account. We may need to send you emails about notable updates (like changes to our Terms of Service or Privacy Policy), or to let you know about legal inquiries or complaints we receive about the ways you use our Services so you can make informed choices in response.

We may limit your access to our Services until we're able to verify your account information, like your email address.

When you create a WordPress.com account, we consider that to be an inquiry about our products and services, which means that we may also contact you to share more details about what we have to offer (i.e., marketing). Don't worry — if you aren't interested, you can opt out of the marketing communications, whether it's an email, phone call, or text message.

You're solely responsible and liable for all activity under your account. You're also fully responsible for maintaining the security of your account (which includes keeping your password secure). We're not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions. If you get fired because of a blog post you write about your boss, that's on you.

Don't share or misuse your access credentials. And notify us immediately of any unauthorized uses of your account, store, or website, or of any other breach of security. If we believe your account has been compromised, we may suspend or disable it.

If you'd like to learn about how we handle the data you provide us, please see our [Privacy Policy](#).

### **3. Minimum Age Requirements**

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Our Services are not directed to children. You're not allowed to access or use our Services if you're under the age of 13 (or 16 in Europe). If you register as a user or otherwise use our Services, you represent that you're at least 13 (or 16 in Europe). You may use our Services only if you can legally form a binding contract with us. In other words, if you're under 18 years of age (or the legal age of majority where you live), you can only use our Services under the supervision of a parent or legal guardian who agrees to the Agreement.

### **4. Responsibility of Visitors and Users**

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We haven't reviewed, and can't review, all of the content (like text, photo, video, audio, code, computer software, items for sale, and other materials) posted to or made available through our Services by users or anyone else ("Content") or on websites that link to, or are linked from, our Services. We're not responsible for any use or effects of Content or third-party websites. So, for example:

- We don't have any control over third-party websites.
- A link to or from one of our Services does not represent or imply that we endorse any third-party website.

- We don't endorse any Content or represent that Content is accurate, useful, or not 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, or other proprietary rights of third parties.
- You're fully responsible for the Content available on your website, and any harm resulting from that Content. It's your responsibility to ensure that your website's Content abides by applicable laws and by the Agreement.
- We aren't responsible for any harm resulting from anyone's access, use, purchase, or downloading of Content, or for any harm resulting from third-party websites. You're responsible for taking the necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- Any Content that's for sale through any of our Services is the seller's sole responsibility, so you must 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 Content you download, copy, purchase, or use.

## 5. Fees, Payment, and Renewal

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### a. Automatic Fees

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**Fees for Paid Services.** Some of our Services are offered for a fee, like [WordPress.com plans](#), [WooCommerce themes or extensions](#), [Jetpack plans](#), [Jetpack CRM bundles](#), [VaultPress plans](#), [Happy Tools](#), [MailPoet plans](#), the [Payments feature](#), [WooCommerce Payments](#), [Email](#), and [domain registration and renewal](#) (collectively, "Paid Services"). By using a Paid Service, you agree to pay the specified fees. Depending on the Paid Service, there may be one-time fees, recurring fees, or revenue-based fees. For recurring fees, we'll bill or charge you in the automatically-renewing interval (such as monthly, annually, or biennially) you select, on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team. For revenue-based fees — such as [fees for the Payments feature](#) — you pay us a percentage of the revenue your website generates. Revenue-based fees are ongoing.

**Taxes.** To the extent permitted by law, or unless explicitly stated otherwise, all fees do not include applicable federal, provincial, state, local or other governmental sales, value-added, goods and services, harmonized or other taxes, fees, or charges ("Taxes"). You're responsible for paying all applicable Taxes relating to your use of our Services, your payments, or your purchases. If we're obligated to pay or collect Taxes on the fees you've paid or will pay, you're responsible for those Taxes, and we may collect payment.

**Payment.** If your payment fails, Paid Services are otherwise not paid for or paid for on time (for example, if you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services), or we suspect a payment is fraudulent, we may immediately cancel or revoke your access to Paid Services without notice to you.

**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 use any payment mechanism we have on record for you, like credit cards or PayPal, or invoice you (in which case payment is due within 15 days) to collect the then-applicable subscription fee as well as any Taxes. By default, your Paid Services will be renewed for the same interval as your original subscription period, so for example, if you purchase a one-year subscription to a WordPress.com plan, you'll be charged each year for access for another 12-month period. We may charge your account up to one month before the end of the subscription period to make sure pesky billing issues don't inadvertently disrupt your access to our Services. The date for the automatic renewal is based on the date of the original purchase and cannot be changed. If you've purchased access to multiple services, you may have multiple renewal dates.

You can view your renewal date(s) and manage subscriptions for WordPress.com Paid Services by visiting your [Manage Purchases page](#). For more information about how WordPress.com subscriptions work, please see our [Manage Purchases, Renewals & Cancellations support page](#).

You can view your renewal date(s) and manage subscriptions for WooCommerce Paid Services by visiting your [My Subscriptions page](#). For more information about how WooCommerce subscriptions work, please see our [FAQs about WooCommerce.com subscriptions](#).

To review renewal dates and manage subscriptions for any other Paid Services, please consult the respective Service's website or contact the support team.

You'll need to check your email (including in spam or other filters) for any reminder emails we might send you before your Paid Services renew.

**Cancelling Automatic Renewal.** You can manage and cancel your Paid Services at the respective Service's website. For example, you can manage all of your WordPress.com plans through your WordPress.com [Manage Purchases page](#). To cancel a WordPress.com plan, go to your [Manage Purchases page](#), click on the plan you want to cancel, then follow the instructions to cancel the subscription or turn off auto-renew.

For WooCommerce Paid Services, you can turn off auto-renew for each active subscription at your [My Subscriptions page](#).

If auto-renew is successfully turned off, you'll see the date on which your subscription expires. If you have multiple Paid Services to cancel, repeat this process for each subscription.

**Fees and Changes.** We may change our fees at any time in accordance with these Terms and requirements under applicable law. This means that we may change our fees going forward, start charging fees for Services that were previously free, or remove or update features or functionality that were previously included in the fees. If you don't agree with the changes, you must cancel your Paid Service.

**No-Show Policy.** We may have a "no-show policy" for some Paid Services that require your participation (for example, our [Quick Start sessions](#)). For instance, this may mean that if you don't show up or are late for a scheduled session, you'll still be charged and won't be entitled to a refund.

**Refunds.** We may have a refund policy for some of our Paid Services, and we'll also provide refunds if required by law. In all other cases, there are no refunds and all payments are final.

## **b. Fees Collected by Website Owners**

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**Fees Paid to Websites or Website Owners.** Website owners can sell items (goods, content, services, etc.), offer subscriptions for their websites at specific price points and intervals, or simply collect payments. We're not involved in a website's subscription details or store operations (including the quality, timing, pricing, or legality of what may or may not be included in exchange for payment, or any goods or services purchased). If you buy items or subscriptions from a website, you're making the purchase directly from the website owner, and they're solely responsible for the items sold. Please contact the website owner if you have any questions or complaints.

**Automatic Renewal.** Any recurring payments you make to a website owner (like a [website subscription](#)) are automatically renewed. This means that unless you or the website owner cancels your website subscription before the end of the applicable renewal period, it will automatically renew. Your recurring payments are renewed for the same interval of time as your original subscription period. For example, if you select an annually renewing website subscription, you'll be automatically charged by the website owner once each year. You can view the renewal dates for your website subscriptions on your [Other Site Payments page](#).

**Cancelling Automatic Renewal of Website Subscriptions.** You can manage and cancel your website subscriptions as described [here](#) at your [Other Site Payments page](#). Click on the payment you want to cancel and follow the instructions. Repeat this process for each website subscription you want to cancel.

**Refunds.** We're not responsible for refunding fees paid to a website owner because those transactions are between website owners and their users. If you'd like to request a refund, please contact the website owner. If you have a complaint regarding a website owner, you can

[contact us](#).

## 6. Feedback

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We love hearing from you and are always looking to improve our Services. When you share comments, ideas, or feedback with us, you agree that we're free to use them without any restriction or compensation to you.

## 7. General Representation and Warranty

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Our mission is to make the web a better place, and our Services are designed to give you control and ownership over your websites. We encourage you to express yourself freely, subject to a few requirements. In particular, you represent and warrant that your use of our Services:

- Will be in strict accordance with the Agreement;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the transmission of technical data exported from the United States or the country in which you reside, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising);
- Will not be for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of Automattic or any third party;
- Will not overburden or interfere with our systems or impose an unreasonable or disproportionately large load on our infrastructure, as determined by us in our sole discretion;
- Will not disclose the 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;
- Will not be used to create, distribute, or enable material that is, facilitates, or operates in conjunction with, malware, spyware, adware, or other malicious programs or code;
- Will not involve reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for the Services or any related technology that is not open source; and
- Will not involve renting, leasing, loaning, selling, or reselling the Services or related data without our consent.

## 8. Specific Service Terms

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### a. WordPress.com Websites and Accounts

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[WordPress.com](https://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 other Services.

WordPress.com's basic service is free, and we offer [paid plans](#) that add advanced features like a custom domain name, extra storage, and access to premium themes. We don't own your content, and you retain all ownership rights you have in the content you post to your website. However, be responsible in what you publish. In particular, make sure that nothing prohibited (like spam, viruses, or serious threats of violence) appears on your website.

If you find a WordPress.com website that you believe violates these Terms, please [let us know](#).

**Your WordPress.com Website's URL.** If you create a website on WordPress.com, you get free use of an Automattic-owned subdomain, like [yourgroovysite.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 uploading or sharing Content, you grant us a worldwide, royalty-free, transferable, sub-licensable, and non-exclusive license to use, reproduce, modify, distribute, adapt, publicly display, and publish the Content solely for the purpose of providing and improving our products and Services and promoting your website. This license also allows us to make any publicly-posted Content available to select third parties (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, which the [reblogging](#) function on WordPress.com does automatically.

**Removing Content.** If you delete Content, we'll 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 cached versions of the Content or references to the Content may not be immediately unavailable.

**Web Traffic.** We may use a third-party service to measure WordPress.com's audience and usage. By having your website on WordPress.com, you agree to assign the traffic for your website to Automattic, and you authorize us to sign a Traffic Assignment Letter on your behalf. This means that your website's traffic may be included under Automattic, your website may not receive credit for traffic in the respective reports, and you must not assign your website's traffic to any other party. If we require additional documentation to verify ownership of your website or domain name, you agree to make reasonable efforts to provide it.



**Prohibited Uses.** Your Content and conduct must not violate the [WordPress.com 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 may display advertisements on your website unless you have purchased a plan that includes the removal of ads.

**Attribution.** We may display attribution text or links in your website footer or toolbar, noting that your website is powered by WordPress.com or attributing the creator of your theme, for example. For more details about these attributions, and under which circumstances (if any) you may alter or remove them, please see our [Footer Credit Options support page](#).

**Email.** In partnership with Titan (Flock FZLLC), a third-party service provider, we offer you the option to [create email mailboxes](#) associated with your Domain Name. Your use of Email (powered by Titan) is subject to Titan's policies, including Titan's [Customer Terms of Service](#) (for owners of the Email (powered by Titan) subscription), [End User Terms of Service](#) (for individuals granted access to mailboxes created by the subscription owner), [Acceptable Use Policy](#), and [Privacy Policy](#) in addition to these Terms. These email services are provided "as is." We make no warranties related to these services and disclaim any obligations or actions of Titan under their policies.

**Domain Names.** We act as a registrar and also work with third-party registrars to provide domain name services. When you register a domain on WordPress.com or transfer an existing domain to WordPress.com, the [policies of the respective registry](#) apply, and you become bound by the relevant registrar's terms and conditions. Depending on the domain, you may be subject to the terms of the [Automattic Domain Name Registration Agreement](#), [Key-Systems GmbH Registration Agreement](#), [Tucows Domain Inc. Registration Agreement](#), or [this Domain Name Registration Agreement](#), in addition to these Terms. When you register a domain, you're presented with and must agree to the applicable domain registration agreement. If you didn't make a note of it, you can look it up at any time. Please see [the Domain Registration Agreements page](#) for instructions on how to determine which domain registration agreements apply to you and your domains. These registrar terms are incorporated by reference into these Terms.

Your domain 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 about domain expirations, please see the [Domain Expiration page](#).

For information about fees associated with domain registrations, renewals, and redemptions, please refer to the [domain pricing and available TLDs page](#).

When you register a domain, you're required to provide complete and accurate registration information, and you must keep this information current. In most cases, the contact information you provide as part of the registration process will be used as your administrative contact, technical contact, and billing contact for the domain. You can [update your domain contact information](#) at any time. If the domain contact information differs from your WordPress.com account information, we consider the administrative contact in your [domain contact information](#) to be the owner of the domain, with full authority to manage it.

## **b. WooCommerce**

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WooCommerce is an open source, customizable ecommerce platform. The Services we offer at WooCommerce.com give you the power to sell your products and services in whatever way your business needs.

Your use of certain Services offered via WooCommerce.com or [WooCommerce Shipping & Tax](#), like those related to tax calculation, payment, and shipping, may require Jetpack to function. If you enable those features, the Jetpack-specific terms also apply.

**Compatibility, access, updates, and support.** When you purchase Paid Services for WooCommerce, you'll receive access to any necessary downloads along with updates and support for those Paid Services for a period of one year, starting on the date of your purchase. Once your year is up, you'll need to renew your subscription if you'd like continued access to updates or support, or if you need to download any files again. Please see our [Support Policy](#) for more information.

Please note that extensions and themes are purchased and handled separately, and may function independently. While many work well in tandem, that may not always be the case.

## **c. Jetpack**

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Jetpack is a plugin that connects your website to WordPress.com's infrastructure to give you powerful WordPress.com features. 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](#). Any content you publish on a self-hosted website connected to Jetpack ("Jetpack Content") remains under your ownership and control.

**Features and Enhanced Distribution.** Jetpack includes various features, some of which are on by default when you activate Jetpack, and others that you need to enable manually. You can see your active features and choose which to activate or deactivate on your dashboard.

The Enhanced Distribution feature is on by default and adds your public Jetpack Content to the WordPress.com Firehose. If you leave this feature activated, you grant us permission to display your Jetpack Content on WordPress.com.

**License.** By using Jetpack, you grant us access to your website's servers for the purpose of backing up, taking measures to protect and scanning your Jetpack Content, and restoring files and database information (which may include access details for multiple servers or accounts for each website that we backup). Jetpack may temporarily install extra software on your website to back up your website and scan it for security vulnerabilities. In order to address security vulnerabilities, we may automatically update your version of Jetpack or access your website to remove malicious code. We may also manually access your site to troubleshoot your support requests, or if there's an emergency. You agree that we may scan your website and compile aggregated/anonymized statistics for our internal use to optimize Jetpack's performance.

You grant us a worldwide, royalty-free, transferable, sub-licensable, non-exclusive license to use, reproduce, modify, distribute, adapt, publicly display, publish, copy, and store Jetpack Content for the purpose of providing and improving our products and Services and promoting your websites. This license also allows us to make any publicly-posted Content available to select third parties (through Firehose, for example) so that these third parties can analyze and distribute (but not publicly display) the Content through their services.

**Prohibited Uses.** Your website and Jetpack Content must comply with Jetpack's Service Guidelines.

## **d. Jetpack CRM**

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Jetpack CRM is an open source, customizable customer relationship management tool built specifically for WordPress sites. Jetpack CRM core is free to install and you can extend the functionality by purchasing premium extensions.

**Access, updates, and support.** When you purchase a Jetpack CRM Paid Service, you'll receive access to any necessary downloads along with updates and support (for which this support policy applies) for those Paid Services for a period of one year, starting on the date of your purchase. Once your year is up, you'll need to renew your subscription if you'd like continued access to updates or support, or if you need to download any files again.

**Reseller Program.** If you use our white label option or participate in our Reseller Program, which allows you to sell Jetpack CRM as your own product, and optionally under your own branding, these Terms and Conditions apply. Our Reseller Program is priced based on the

number of copies you intend to sell. We don't provide direct support for end users of any licenses you sell as part of our Reseller Program. Unless you participate in our Reseller Program, you're not allowed to sell our system or extensions.

## **e. VaultPress**

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VaultPress is a subscription-based security and backup service for self-hosted WordPress websites. VaultPress will back up 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").

**Access.** If you lose access to your WordPress.com account, you may not be able to access your 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). To address security vulnerabilities, we may automatically update your version of VaultPress, or access your website to remove malicious code. We may also manually access your site to troubleshoot your support requests, or if there's an emergency. You agree that we may scan your website and compile aggregated/anonymized statistics for our internal use to optimize the VaultPress service.

You also grant us a worldwide, royalty-free, transferable, sub-licensable, and non-exclusive license to use, reproduce, modify, distribute, adapt, and store your VaultPress Content for the purpose of operating and improving our products and Services.

## **f. Ecommerce Services**

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There are certain features offered via [WooCommerce](#), [WooCommerce Shipping & Tax](#), [WordPress.com](#), and [Jetpack](#) that enable you to sell items (goods, content, services, etc.) or receive payments on your website, like [WooCommerce Payments](#), [Store](#), the [Payments feature](#), and the [Pay with PayPal block](#) (collectively, "Ecommerce Services").

If you use Ecommerce Services, the terms in this subsection apply, along with the terms for any underlying Service that you use.

**Your responsibilities.** You have control over your store, and with great power comes great responsibility. You're solely responsible for all of your ecommerce activities, including managing subscriptions for your website, managing your store, all applicable taxes and fees, compliance with the Payment Card Industry Data Security Standard (PCI DSS), and compliance with any applicable laws (such as those relating to automatic renewal). Among other things, this means that:

- We're not involved in your relationships or transactions with any customer or potential customer.
- You may only use Ecommerce Services for legitimate transactions with your customers.
- You must accurately communicate transaction details; set expectations appropriately; and fulfill all promises, representations, or warranties you've made. For example, if you'd like to offer subscribers a new post each week for contributing to your site via Payments, but aren't sure if you'll be able to post that frequently, you should be clear that weekly posts are a goal and not a guarantee.
- You're responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, providing any appropriate warnings and for any other ancillary services you provide to your customers.
- You're responsible for resolving all support questions, comments, and complaints, including chargebacks and pricing questions. You must provide contact information so customers can contact you with questions or complaints.
- You must maintain a fair return, refund, cancellation, or adjustment policy, and clearly explain how customers can request a refund.
- You're responsible for acquiring appropriate consent to submit charges through WooCommerce Payments on your customers' behalf, giving customers confirmation or receipts for each charge, verifying customers' identities, and determining a customer's eligibility and authority to complete transactions.
- If you believe that a transaction may be erroneous or suspicious, you should research the transaction and, if necessary, contact your customer before fulfilling or completing the transaction.
- If you have transactions with individuals (i.e., consumers), you specifically agree to provide consumer disclosures required by law, and to not engage in unfair, deceptive, or abusive acts or practices.
- You're financially liable for disputes (including chargebacks), refunds, reversals, or fines that arise from your use of Ecommerce Services.
- You must ensure that any information you provide about your business, products, and services is accurate, complete, and current.
- You agree to promptly notify us via email if you receive any inquiry or action from a government or regulatory agency (such as the Federal Trade Commission or a state Attorney General) relating to your transactions.

**Prohibited Uses.** You may not use Ecommerce Services for any unlawful purposes; in furtherance of illegal activities; or in a manner that is unfair, deceptive, exposes us or customers to unreasonable risks, or does not disclose important terms of a transaction in advance. Among other things, this means that:

- Ecommerce Services cannot be used in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC).

- If you're using Ecommerce Services on WordPress.com, you must observe all WordPress.com [User Guidelines](#) and [Store Guidelines](#).
- If you're using Ecommerce Services to sell CBD and other hemp-derived products via WooCommerce, you must follow the [WooCommerce Guidelines for CBD and Other Hemp-Derived Products](#).

We may terminate your access to our Services or force refunds (where possible) to your subscribers and customers without notice to you if we determine (in our sole discretion) that your use violates the Agreement, or if a payment processor or regulatory authority requires it.

**Fees and Negative Balances.** In some cases, you pay us fees relating to the Ecommerce Services you use. For example, the fee for the Payments feature is a percentage (which depends on your plan) of the revenue your website generates through the Payment feature, and when you use the feature, you authorize Stripe to direct payment of that percentage to us. As another example, if you use WooCommerce Payments, there are transaction fees and dispute fees. Please note that we have no obligation to reimburse or refund these revenue-based fees when you issue refunds to your subscribers or customers.

If you have a negative account balance (for example because of fraud, chargebacks, or other operational issues) or we're obligated to pay or collect any fees relating to your ecommerce activities or your use of Ecommerce Services, you're responsible for those losses and fees, and we may collect payment for those losses and fees.

**Tax Calculations.** You're responsible for payment of all applicable Taxes relating to your ecommerce activities and your use of Ecommerce Services. You must collect, report, and/or pay the correct amounts to the appropriate authorities if applicable, and if needed, tell 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 in transactions — for example, tax calculations may be provided by TaxJar — you shouldn't rely solely on these features. We work to keep our documents and tools up-to-date, but tax laws change rapidly; and we can't 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 interpreted differently by different authorities. We recommend consulting with a tax professional for your specific tax situation to assess the tax rates you should charge.

If we're obligated to pay or collect Taxes on your ecommerce activities or your use of Ecommerce Services, you're responsible for these Taxes, and we may collect payment for them from you.

**Third-Party Services.** You may decide to use third-party services, like [Stripe](#) or [PayPal](#) to collect payment, [TaxJar](#) to calculate Taxes, or [EasyPost](#) to manage shipping. Please note that WooCommerce Payments is powered by Stripe. If you use WooCommerce Payments or any third-party services, some of your — and your customers' — data may be submitted directly to or passed to the respective third party, and the respective third party's terms of service,

privacy policy, and other policies may apply. For example, [Payments](#) requires a Stripe account to manage payments, and when you use Stripe, you agree to [their terms and policies](#). Please note that third-party services may also charge you fees to use or access their services, [as Stripe does for Payments](#).

We're not involved in these relationships, but may facilitate transactions or communication. For example, we may, on your behalf, receive notices or forms relating to your Stripe account.

Some of these third party services (like TaxJar, if you use [Store](#)) may be enabled by default, but you can disable them before launching your store if you don't want to use them.

**More on WooCommerce Payments Specifically.** As part of WooCommerce Payments, we may use certain third parties to fulfill our obligations to you, including integrating with payment processing third parties. You may be subject to the terms and conditions of those third parties, and using WooCommerce Payments means you agree to comply with those terms and conditions. In particular, you cannot use WooCommerce Payments to enable any person (including you) to benefit from [restricted businesses or activities](#). If we use another third party to fulfill these services, you authorize us to share your payment method information with an alternative third-party payment processor that is or will be integrated into WooCommerce Payments.

We may refuse, condition, or suspend any transaction or account (including your use of WooCommerce Payments) if we believe you have violated this Agreement or that your activities or transactions expose you, us, or others to unacceptable risks, as determined by us in our sole discretion.

You authorize us to share data relating to WooCommerce Payments with the applicable payment processing third party for their use in accordance with their privacy policy. Please refer to our privacy policy for details on how we otherwise collect, use, and disclose data made available to us as part of WooCommerce Payments.

**More on Shipping Services Specifically.** Our shipping Services allow you to check shipping rates or buy shipping labels from certain mailing services, like [UPS](#), [USPS](#), [DHL](#), and [Canada Post](#). We're only an intermediary between you and these third parties; we aren't involved in any way with your product or its shipment. We also don't guarantee that the results you obtain from the use of these services (like rates, labels, or delivery timeframes) will be accurate or reliable.

You're solely responsible for compliance with all applicable rules and regulations, including domestic and international shipping and customs regulations and any regulations imposed by the mailing service(s) you use. For example:

- If you use USPS postage, you need to comply with their [shipping restrictions](#) and [mailing standards](#), among others.

- When using DHL’s services, you are responsible for compliance with all applicable [DHL rules and terms](#), such as the DHL Express Terms and Conditions of Carriage.

In addition, you’re solely responsible for customs charges, import taxes or duties, and any other charges related to your shipments. If we incur any charges as a result of your use of the shipping services, you agree to reimburse us for the full amount within 7 days.

In some cases, you may need to pay fees to the carrier directly, like if you use UPS shipping labels. In other cases, 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 provide in your WordPress.com account, which you can view and manage as described on the [Payments Methods support page](#). If you have multiple payment methods, you can select which should be used for the shipping label service. If we’re unable to collect payment from you for these fees, you’ll be responsible for payment within 7 days; please contact us to make payment.

Refunds for unused shipping labels must be requested ([like so for USPS](#)) in your store’s wp-admin within 30 days of creating the label. Depending on your bank and the third party involved, it can take up to 45 days for your refund to be issued. If you don’t receive your refund within this time frame, please contact us.

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

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## 9. 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 any Content violates your copyright, please see our [Digital Millennium Copyright Act \(“DMCA”\) Policy](#) and send us a notice.

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## 10. Intellectual Property

The Agreement doesn’t transfer any Automattic or third-party intellectual property to you, and all right, title, and interest in and to such property remains (as between Automattic and you) solely with Automattic. Automattic, WordPress, WordPress.com, WooCommerce, Jetpack, VaultPress, Happy Tools, Jetpack CRM, MailPoet, and all other trademarks, service marks, graphics, and logos used in connection with our websites or 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. Using our Services doesn’t grant you any right or license to reproduce or otherwise use any Automattic or third-party trademarks.

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## 11. Third-Party Services



While using the Services, you may enable, use, or purchase services, products, software, embeds, or applications (like themes, extensions, plugins, or blocks) developed by a third party or yourself (“Third-Party Services”).

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

- Third-Party Services aren’t vetted, endorsed, or controlled by Automattic.
- Any use of a Third-Party Service is at your own risk, and we won’t be responsible or liable to anyone for Third-Party Services.
- Your use is solely between you and the respective third party (“Third Party”) and is governed by the Third Party’s terms and policies.
- Some Third-Party Services may request or require access to your data — or to your visitors’ or customers’ data — through things like pixels or cookies. If you use the Third-Party Service or grant them access, the data will be handled in accordance with the Third Party’s privacy policy and practices, which you should carefully review before you use any Third-Party Services. Third-Party Services may not work appropriately with our Services 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, 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.

If you purchase Google Workspace or G Suite, there are a few other things we want to highlight: these services are provided by Google, and your use of them is subject to [Google’s Terms of Use](#) for the services, which you’ll accept before using Google Workspace or G Suite for the first time. We’re an authorized reseller of Google Workspace and G Suite, but make no warranties about Google’s services, and disclaim 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](#).

## 12. Changes

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We may update, change, or discontinue any aspect of our Services at any time. Since we’re constantly updating our Services, we sometimes have to change the legal terms under which they’re offered. The Agreement may only be modified by a written amendment signed by an authorized executive of Automattic, or if Automattic posts a revised version. We’ll let you know when there are changes: we’ll post them here and update the “Last Updated” date, and we may also post on one of our blogs or send you an email or other communication before the changes become effective. Your continued use of our Services after the new terms take effect will be subject to the new terms, so if you disagree with the changes in the new terms, you should stop using our Services. To the extent you have an existing subscription, you may be eligible for a refund.

## 13. Termination

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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 the Agreement or any Automattic policy, or is in any way harmful or objectionable, (iii) ask you to make adjustments, restrict the resources your website uses, or terminate your access to the Services, if we believe your website's storage or bandwidth usage burdens our systems (which is rare and typically only occurs when a website is used for file sharing or storage), or (iv) 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 fees previously paid.

You can stop using our Services at any time, or, if you use a Paid Service, you can cancel at any time, subject to the Fees, Payment, and Renewal section of these Terms.

## 14. Disclaimers

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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 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.

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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 that are not otherwise subject to arbitration (as indicated below) will be the state and federal courts located in San Francisco County, California.

## 16. Arbitration Agreement

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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**

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In no event will Automattic, or its suppliers, partners, 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 \$50 or the fees paid by you to Automattic under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greater. Automattic shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **18. Indemnification**

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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 or any agreement with a provider of third-party services used in connection with the Services, Content that you post, and any ecommerce activities conducted through your or another user's website.

## **19. US Economic Sanctions**

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You may not use the Services if such use is inconsistent with U.S. sanctions law or if you are on any list maintained by a U.S. government authority relating to designated, restricted or prohibited persons.

## **20. Data Processing Agreement**

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If you need a data processing agreement (DPA) with us for the GDPR requirements that apply to us as a data processor for your website, please follow [these instructions](#).

## **21. Translation**

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

## **22. Miscellaneous**

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The Agreement (together with any other terms we provide that apply to any specific Service) constitutes the entire agreement between Automattic and you concerning our Services. If any part of the Agreement is unlawful, void, or unenforceable, that part is severable from the Agreement, and does not affect the validity or enforceability of the rest of the Agreement. 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.

Automattic may assign its rights under the Agreement without condition. You may only assign your rights under the Agreement with our prior written consent.

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