

Terms of Service

These Terms govern your access to and use of _____. 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, _____ Privacy Policy), and procedures that may be published from time to time by us.

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.

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1. 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 and keep the information current. This is important because sometimes we may need to send you notable updates (for example, about changes to our Terms of Service or Privacy Policy), or we may want to let you know about and make informed choices in response to legal inquiries or complaints.

You will be solely responsible and liable for any activity that occurs under your account. 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.

2. 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 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.

The existence of a link to or from one of our Services does not represent or imply that we endorse such website. When using these links, 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.

3. Fees, Payment, and Renewal

a. Fees for Paid Services

Some of our Services are offered for a fee. By using a Paid Service, you agree to pay the specified fees (for example, Jetpack fees, VaultPress fees, WordPress.com fees, and fees associated with specific features). 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 for in regular automatically-renewing 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. For revenue-based fees -- such as fees for Recurring Payments for your website's subscriptions -- you pay us a percentage of the revenue your website generates. Revenue-based fees are ongoing.

b. Payment

If your payment fails or if Paid Services are otherwise not paid for or 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.

c. Fee Changes

We may change our fees at any time, or start charging fees for Services that were previously free. When applicable, we may give you advance notice of the fee changes. If you don't agree with the fee changes, you must cancel your Paid Service.

d. Refunds

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

4. 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, the transmission of technical data exported from the United States or the country in which you reside, the use of financial services, notification and consumer protection, unfair competition, and false advertising);
- 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 our 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.

5. Copyright Infringement

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 one of our products or services violates your copyright, please notify us. 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 our service. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

6. Intellectual Property

The Agreement does not transfer from _____ to you any intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with _____. Any trademarks, service marks, graphics, and logos used in connection with our Services, are trademarks or registered trademarks of _____. 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 _____ or third party trademarks.

7. Changes

We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. 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.

8. 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 _____ 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 _____.

9. Miscellaneous

The Agreement constitutes the entire agreement between _____ 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; _____ 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.