

# Mozilla VPN Terms of Service

Version 3.0, effective July 15, 2020 { : datetime=“2020-07-15” }

Mozilla VPN (“Service”) is an experimental offering. Please read these Terms of Service carefully because they explain important information about your use of the Service.

If you activate this Service, it keeps your internet traffic private from your internet service provider and most websites you visit by encrypting and routing it through our partner’s networks instead. It will also replace your actual IP address to keep your personal IP address private from others, such as the websites you visit and your internet service provider.

## You Must Be Eligible to Use the Service

You must be in the United States, Canada, United Kingdom, New Zealand, Singapore, or Malaysia to download Mozilla VPN and use the Service. A Firefox Account is required to use the Service.

To create a Firefox Account, you will also need to agree to the Terms of Service and Privacy Notice for your Firefox Account.

## Your Privacy

**Your Privacy.** The Mozilla VPN Privacy Notice explains what information is sent when you use the Service and how we handle and share that information.

Mozilla is a global organization, and our computers and service providers’ computers may be in various countries around the world, including the United States. This means that your information might be processed on servers located outside of the country where you live, and that country may have a different level of data protection regulation than yours. By giving us information, you consent to this kind of transfer of your information.

## Permissions Necessary to Provide the Service

Mozilla VPN is a Virtual Private Network in partnership with Mullvad. To learn more about how the Service works, you can see Mozilla’s source code for the VPN program on Windows, MacOS, iOS, Android, and Linux.

**Your Use of the Service.** Mozilla gives you permission to use the Mozilla VPN Service according to these Terms of Service. This permission is only for your personal use. You may not transfer, sublicense, resell, or commercially exploit the service.

You give Mozilla and Mullvad all rights necessary to operate the Service, including processing the data you upload to or access through the Service. You

can find more information about the data Mozilla and Mullvad process in the Mozilla VPN Privacy Notice.

You also agree that your use of the Service will comply with Mozilla’s Conditions of Use. You are solely responsible for the content you transmit and the consequences.

**Your License to Use the Software.** The Mozilla VPN software is made available to you under the terms of the Mozilla Public License.

**Your Feedback and Suggestions.** If you give Mozilla any ideas, suggestions, or feedback about Firefox Accounts or the services you use through your account, you give Mozilla permission to use them for free and without any additional obligations.

**Mozilla’s Intellectual Property.** Neither Mozilla nor its licensors grant you any intellectual property rights in the Service that are not specifically stated in these Terms. For example, these Terms do not provide the right to use any copyrights, trademarks, or other distinctive brand features of Mozilla or its licensors. The Mozilla software is distributed under and subject to the current version of the Mozilla Public License, or other similarly permissive licenses.

## **Your Payment and Devices**

**Payment.** We offer Mozilla VPN as a monthly, automatically renewing subscription. When you sign up, you authorize us to charge the payment card you provide for the subscription fees for the first month of the Service. Your plan renews automatically each month, and you authorize us to charge the monthly subscription fees each month. If you stop paying, we will immediately suspend your account, and we may delete it after 2 months of not paying.

**Device Limit.** When your subscription is active, you can connect up to 5 devices to Mozilla VPN.

**30-Day Refund Policy.** The first time you subscribe to Mozilla VPN, if you cancel your account within the first 30 days, you may request a refund and Mozilla will refund your first month subscription. This offer only applies the first time you subscribe. This is in addition to any rights you may have under your country’s consumer laws.

## **You May Cancel Your Subscription at Any Time**

You may cancel your subscription to Mozilla VPN at any time by deactivating your account and cancelling your subscription. You can do this by clicking the “Cancel Subscription” link in any email that we send you or by going to the Subscriptions & Payments Section of your Firefox Account and clicking “Cancel.”

If you choose to cancel, auto-renewal will stop, we will not charge you for any

future payment periods, and you will lose access to the service at the end of the current billing cycle.

## **You Are Responsible For the Consequences of Your Use of the Service**

- You assure Mozilla that you will not use the Service to infringe anyone's rights or violate any law.
- To the extent permitted by applicable law, you agree that Mozilla will not be liable in any way for any inability to use the Service, for any limitations of the Service, or for any claim arising out of these Terms. Mozilla specifically disclaims the following: Indirect, special, incidental, consequential, or exemplary damages, direct or indirect damages for loss of goodwill, work stoppage, lost profits, loss of data, or computer malfunction. Any liability for Mozilla under this agreement is limited to \$500.
- You agree to indemnify and hold Mozilla harmless for any liability or claim that comes from your participation in Firefox Accounts, to the extent permitted by applicable law.
- Mozilla provides the service "as is." To the extent permitted by applicable law, Mozilla specifically disclaims any legal guarantees or warranties such as "merchantability," "fitness for a particular purpose," "non-infringement," and warranties arising out of a course of dealing, usage, or trade.
- You may have other rights under your own country's laws. Nothing in these Terms of Service is intended to affect those rights, if they apply.

## **Mozilla Can Update or End These Terms**

- **Mozilla Can Update These Terms.** Every once in a while, Mozilla may decide to update these Terms. We will post the updated Terms online and, if the changes are material, we will email the updated Terms to the primary email associated with your Firefox Account. We will post an effective date at the top of this page to make it clear when we made our most recent update. If you do not agree to the updated Terms, you may cancel your subscription within 30 days. Your continued use of the Service after 30 days will be acceptance of the changes.
- **Termination.** These Terms apply until either you or Mozilla decide to end them. You can choose to end them at any time for any reason by stopping your use of the Service and cancelling your subscription. Mozilla can suspend or end anyone's access to the Service at any time for any reason, including if Mozilla decides to end the Service. If we decide to suspend or end your access, we will try to notify you at the email address

associated with your account or the next time you attempt to access your account.

If we terminate your access to the Service without specific cause, you will continue to have access to the Service for the current billing period or we will refund the current month. However, we reserve the right to terminate your use of the Service immediately if we reasonably believe you have violated the Conditions of Use, have used fraudulent payment, such as the use of a stolen payment card, or have otherwise violated these Terms.

- **Choice of Law.** California law applies to this contract, except for California's conflict of law. If there is any conflict between this English version of the contract and a translation, this English version applies.

## Contact Mozilla

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