### **MDN Plus Terms of Service**

Version 1.2, Effective November 1, 2023

MDN Plus is a subscription service providing premium functionality, including MDN offline, collections, themes, and updates. (the "Service"). Please read these Terms of Service carefully because they explain important information about your use of the Service.

#### You Must Be Eligible to Use the Service

You must be in a country where the Service is available. Currently, the Service is available in the United States, Canada, the United Kingdom, Germany, France, Italy, Spain, Belgium, Austria, Switzerland, the Netherlands, Ireland, Malaysia, New Zealand, and Singapore. A Mozilla account is required to use the Service.

To create a Mozilla account, you will also need to agree to the <u>Terms of Service</u> and <u>Privacy Notice</u> for your Mozilla account.

#### **Your Privacy**

**Your Privacy.** The MDN Plus 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

**Your Use of the Service.** Mozilla gives you permission to use the MDN Plus 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 all rights necessary to operate the Service, including processing the data you upload to or access through the Service including any notes you make or contributions to the website. This also includes sending you notifications and processing and storing your information such as saved pages and labels. You can find more information about the data Mozilla processes in the MDN Plus Privacy Notice. You also agree that your use of the Service will comply with Mozilla's Acceptable Use Policy. You are solely responsible for the content you transmit and the consequences.

**Your Feedback and Suggestions.** If you give Mozilla any ideas, suggestions, or feedback about MDN Plus or the services you use with MDN Plus, 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.

To learn more about how MDN Plus works, you can see the source code that powers the service, <u>yari</u>, <u>kuma</u>, and <u>infra</u>.

#### **Your Payment**

**Payment.** We offer MDN Plus as an automatically renewing subscription service. When you sign up, you authorize us to charge the payment method you provide for the subscription fees for the first term of the Service. Your plan renews automatically at the end of each term, and you authorize us to charge the subscription fees each term. If you stop paying, we will immediately suspend your account, and we may delete it after 2 months of not paying.

**30-Day Refund Policy.** The first time you subscribe to MDN Plus through Mozilla's website, if you cancel your account within the first 30 days, you may request a refund and Mozilla will refund your first subscription term. 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

**Cancellation.** You may cancel your subscription to MDN Plus at any time. You can do this by clicking the "Cancel Subscription" link in any email that we send you or by going to the <u>Paid Subscriptions</u> section of your Mozilla account and clicking "Cancel" on your MDN Plus subscription. 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 results from your participation in MDN Plus, 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.

#### **Updating or Ending 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. We will take your continued use of the Service as acceptance of
  such changes. We will post an effective date at the top of this page to
  make it clear when we made our most recent update.
- **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 deleting MDN Plus. 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, 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:**

Mozilla Corporation Attn: Mozilla - Legal Notices 149 New Montgomery St. 4th Floor San Francisco, CA 94105

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