

User Terms of Service

Last Updated: December 19, 2023 | Effective: January 1, 2024

Welcome! Thank you for using Asana!

1. Introduction

Asana, Inc. ("Asana," "we," "our," "us") offers a variety of team productivity, collaboration, and organizational tools, as further described in the [Asana Guide](#) and its [Release Notes](#) (collectively, the "Service"), and websites, including but not limited to www.asana.com, wavelength.com, blog.asana.com, community.asana.com (the "Websites").

These User Terms of Service ("Terms") are a binding legal contract between you and Asana and explain the rules governing your use of our Service and Websites. These Terms apply to you as a user of the Service, subject to exceptions that apply to Managed Users (as defined and further detailed below in Section 2 (How These Terms Apply)). By accessing or using the Service and

Terms (as applicable) and confirm
incorporated by reference.

the Service or Websites.

ified version on our website. If, in
material, we will provide you with
emailing the email address
Service and/or Websites. If you do
ust stop using the Service and
or in our notice, the updated Terms
ward basis. Your continued use of
stitutes your acceptance of such

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

[Manage settings](#)[OK](#)

By using Asana, you fall into one or more of the following three different categories of Asana user:

- **"Site Visitors"** are users of the Websites.
- **"Free Users"** use the free/basic version of the Service. Free Users have access to a more limited set of Service features and functionality than Managed Users. Free Users may have their own individual workspaces and/or take part in a free multi-user Asana domain.
- **"Managed Users"** use the Service as part of any paid Asana subscription plan purchased by a person or entity (the **"Customer"**) who has separately entered into a written agreement with Asana (the **"Customer Agreement"**) governing access and use of the Service and permitting such Customer to create and configure Asana so that Managed Users may join.

To the extent you are a Managed User, only the following sections of these Terms will apply to you: Section 1 (Introduction); Section 2 (How These Terms Apply); and Section 6 (Acceptable Use Policy).

As a Managed User, you gain access to the Service through a Customer of Asana. For example, if you are joining your employer's organization, Customer is your employer. If you are joining a workspace created by your friend using a personal email address, your friend is the Asana Customer and is authorizing you to join his or her workspace. The Customer Agreement governs our relationship and commitment to deliver the Service to that Customer, who may then invite Managed Users to join their Asana instance. When you or another Managed User submit content or information to the Service, such as messages or files ("**Customer Data**"), you acknowledge and agree that, as between Asana and Customer, the Customer Data is controlled by Customer and the Customer Agreement provides Customer with choices and control over that Customer Data. For example, Customer may manage permissions, enable or disable third party integrations, or take steps to expand, consolidate or share the contents of Asana portfolios, projects, tasks and subtasks, and these choices and instructions may result in the access, use, disclosure,

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

AND AGREE THAT IT IS SOLELY BY OTHER MANAGED USERS OF SETTINGS THAT MAY IMPACT THE , PERMISSIONS OR CONSENTS NECESSARY FOR THE LAWFUL USE ; (C) ENSURE THAT THE TRANSFER OMER AGREEMENT IS LAWFUL; U AND ANY OTHER MANAGED USTOMER'S FAILURE TO FULFILL USER, ASANA MAKES NO ER EXPRESS OR IMPLIED) TO YOU N AN "AS IS" AND "AS AVAILABLE"

To use the Service and Websites you must be, and you represent and warrant that you are, at least 16 years of age and competent to agree to these Terms. If the law where you reside requires that you must be older in order for Asana to lawfully provide the Service and Websites to you and use your personal data without parental consent, then you must be that older age.

If the representations in the preceding sentence are not true, or if Asana has previously prohibited you from accessing or using the Service and Websites, you may not access or use the Service and Websites.

4. Account Registration and Use

4.1 Account Registration and Confidentiality. To access the Service and certain parts of our Websites, you must register for an Asana account by creating a username and password. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure, and you agree that you will not allow others to access the Service using your Asana account. By registering, you agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications we receive under your account have been made by you. If you are a workspace or organization owner or administrator, or if you have confirmed in writing that you have the authority to make decisions on behalf of a workspace or organization ("**Account Administrator**"), you represent and warrant that you are authorized to do so and agree that Asana is entitled to rely on your instructions.

4.2 Unauthorized Account Use. You are responsible for notifying us for support in our Help Center if you become aware of any unauthorized use of or access to your account. You understand and

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

be used to confirm your identity
be liable for any loss, damages,
result of someone else using your
and/or authorization, and regardless
will be liable for losses, damages,
third party due to someone else
or or Customer loses access to an
Asana reserves the right in its sole
mer any verification it deems
about such account.

grant you a limited, non-exclusive,
access and use the Service and
authorized by the applicable Account
Terms and all legal requirements that

apply to you or your use of the Service and Websites. Asana may revoke this license at any time, in its sole discretion.

6. Acceptable Use Policy

6. Acceptable Use Policy. You acknowledge and agree to comply with these Terms, including the following rules regarding acceptable use of the Service and Websites (the “Acceptable Use Policy”).

6.1 Disruption of the Service. You may not:

- access, tamper with, or use non-public areas of the Service and Websites, Asana’s computer systems, or the technical delivery systems of Asana’s providers;
- probe, scan, or test the vulnerability of any system or network or circumvent any security measure;
- access or search the Service and Websites by any means other than Asana’s publicly supported interfaces (for example, “scraping”); or
- interfere with or disrupt, or attempt to interfere with or disrupt, our infrastructure or the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Service and Websites, or by scripting the creation of User Content interferes with the Service and Websites; or
- prompt or otherwise attempt to use artificial intelligence (AI) models to act in a manner that

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking “OK”, you agree to the use of all cookies. You can opt-out or change your settings by clicking on “Manage settings.” To learn more, see our Asana [Cookie & Privacy Statement](#).

- the publishing or sharing of malicious content;

- the promotion or advertisement of products or services other than your own without appropriate authorization; or
- the development of services that compete with Asana;

6.3 User Content. You may not post any User Content on the Service or Websites (or otherwise make use of the Service or Websites) in a manner that:

- is deceptive, fraudulent, illegal, obscene, defamatory, disparaging, libelous, threatening, or pornographic (including child pornography, which, upon becoming aware of, we will remove and report to law enforcement, including the National Center for Missing and Exploited Children);
- suggests any content, information or other outputs generated by AI are human-generated;
- criticizes others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition;
- contains any personal information of minors under the age of 16;
- contains any sensitive personal information as defined by applicable law (such as financial information, payment card numbers, social security numbers, or health information) without Asana's prior written consent granted as part of a Customer Agreement;
- contains viruses, bots, worms, or similar harmful materials;
- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty; or

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

g features and functionality
"Asana AI"), you agree to:

mitigate potential risks associated
mental rights, health or safety);

ions taken, and failures to take

d compliance with this Acceptable

s in light of the probabilistic nature

m can be found in the [Asana Guide](#).

ation of this Acceptable Use Policy
has occurred or may occur in the near future in a manner that may disrupt the Service or Websites

for our Customers or other users, we may suspend or terminate your access to the Service and Websites, without any liability to us and in addition to any other remedies that may be available to us. Asana reserves the right to notify the applicable Account Administrator of the foregoing.

7. Proprietary Rights

Asana and its licensors exclusively own all right, title, and interest in and to all intellectual property rights in the Service and Websites. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service and Websites. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Service and Websites shall, as between you and Asana, at all times be and remain the sole and exclusive property of Asana.

8. User Content and Feedback

8.1 User Content and Submissions on the Service. The Service allows you to create tasks and submit associated information, text, files, and other materials (collectively, "**User Content**") and to share that User Content with others. User Content submitted or otherwise made available to the Service is subject to the following terms:

8.2 Free User Content. Free Users maintain ownership of the User Content that they submit to the Service ("**Free User Content**"). By submitting Free User Content, Free Users grant Asana a license

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

to use, modify, reproduce, distribute, transmit, and display that Free User Content in connection with the Service, in accordance with Asana's Privacy Statement, including any updates to that statement. We reserve the right to remove any Free User Content that violates our Terms or that is otherwise

prohibited from being submitted to the Service by Managed Users. Free User Content submitted by a Managed User, in accordance with the

Service, includes features that allow you to submit feedback ("Feedback") to Asana, and/or share such Feedback with other Users. Asana may use such Feedback for internal purposes only. We reserve the right to remove any Feedback at our sole discretion.

By submitting User Content to the Service, you represent and warrant that you have all necessary rights, title, and interest in and to such User Content, and that you are not in violation or infringement of any third-party rights. You understand that Asana does not control, and is not responsible for, User

Content or Feedback, and that by using the Service and/or Websites, you may be exposed to User Content or Feedback from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

9. WARRANTIES, DISCLAIMER, AND LIMITATION OF LIABILITY

THE SERVICE AND WEBSITES AND USER CONTENT, WHETHER PROVIDED BY ASANA, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICE AND WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, ASANA DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICE AND WEBSITES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF USER CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICE AND WEBSITES OR THE SERVER(S) THAT MAKE THE SERVICE AND WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ASANA DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE AND WEBSITES OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SERVICE AND WEBSITES, AND ASANA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

THIRD-PARTY PROVIDERS OF THE SERVICE AND WEBSITES WILL NOT BE LIABLE FOR THE OFFENSIVE OR INJURIOUS CONTENT OR FOR ANY DAMAGES THAT MAY BE INCURRED BY YOU. YOU WILL ASSUME THE RISK OF HARM OR INJURY FROM ANY SUCH CONTENT. THESE LIMITATIONS WILL APPLY EVEN IF A REMEDY IS AVAILABLE TO YOU TO THE FULLEST EXTENT PERMITTED BY LAW.

ASANA, ITS LICENSORS, VENDORS, OR ANY OF THEIR AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND WEBSITES. THESE LIMITATIONS APPEARING ON THE SERVICE AND WEBSITES, WHETHER PRINTED OR NOT, SHALL CONTROL OVER SUCH DAMAGES AND WHETHER SUCH DAMAGES ARE CAUSED BY NEGLIGENCE, VIOLATION OF STATUTE, OR OTHERWISE. THE TOTAL AMOUNT OF SUCH DAMAGES WILL NOT EXCEED \$100.

Some countries and U.S. jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in this section 9. Accordingly, some of the above limitations may not apply to you.

10. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD ASANA, ITS AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, CONTRACTORS, OR REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, MADE IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICE AND WEBSITES, YOUR CONNECTION TO THE SERVICE AND WEBSITES, YOUR VIOLATION OF THE TERMS, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICE AND WEBSITES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER INDIVIDUAL OR ENTITY. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

11. Third-Party Links, Services and Websites

The Service and Websites may include information and content provided by third parties, including links to third-party websites, resources, and/or goods and services. Asana is not responsible and will not be liable for any damages or losses caused by or relating to, (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any information or resources, or (iii) any information or resources of such sites or resources. Your use of third parties' own terms of service and

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

time to modify or discontinue, (in whole or in part thereof), with or without notice. We reserve the right to modify or discontinue the Service at any time without notice, and we are not responsible for any modification, suspension or discontinuation of the Service.

laws of California notwithstanding its location (including those in the European Union) have no effect on the consumer's country. This document is not intended to constitute an offer of insurance or any other financial product or service.

12.3 Initial Dispute Resolution. Most disputes can be resolved without resort to formal dispute resolution. If you take any issue with us or our Service, you agree that before taking any formal action, you will contact us at dispute-notice@asana.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Asana, and good faith negotiations shall be a condition to either party initiating a lawsuit .

12.4 No Waiver. The failure of Asana to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If any provision of these Terms is found to be invalid or unenforceable, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

12.5 Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

12.6 Entire Agreement. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Asana, and supersede any prior agreements between you and Asana on the subject matter. To the extent of any conflict or inconsistency between the provisions in these Terms and any other terms or resources referenced in these Terms, the terms contained directly in these Terms will first prevail; provided, however, that if there is a conflict or inconsistency between an applicable Customer Agreement and these Terms, the terms of the Customer Agreement will first prevail, followed by the provisions in these Terms, and then followed by the pages referenced in these Terms (e.g., the Privacy Statement). The applicable Customer

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).

acts or inconsistencies and until

are provided for convenience only. the English version shall control.

granted hereunder, may not be licenses granted hereunder, may be ms bind and inure to the benefit of These Terms may not be modified partnership, joint venture or se Terms. You agree that any m are as legally binding as if made sites for or on behalf of the U.S. o non-government consumers. The e no legal or contractual effect. Any ed to survive beyond their nerality of the foregoing, the f these Terms: Sections 1

(Introduction); 2 (How These Terms Apply); 7 (Proprietary Rights); 8 (User Content and Feedback); 9 (Warranties, Disclaimer, and Limitation of Liability); 10 (Indemnification); and 12 (General Terms).

12.9 Notices. We may deliver notice to you by email, posting a notice on the Service and Websites or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: (1) Asana, Inc. 633 Folsom Street, San Francisco, CA 94107; or (2) legal@asana.com.

13. Questions

If you have any questions about these Terms, please contact us in our [Help Center](#).

Your privacy is important to us

Our site uses cookies that help us and third-party partners remember you and improve your experience browsing our site. We also share information about your use of our site with our advertising partners. By clicking "OK", you agree to the use of all cookies. You can opt-out or change your settings by clicking on "Manage settings." To learn more, see our Asana [Cookie & Privacy Statement](#).