Netlify Website Terms of Use

Last Updated: November 1st, 2023

By using or accessing the Netlify website (the "**Website**"), You agree to be bound and abide by the terms and conditions of these Terms of Use ("**Terms**"). If you do not agree to these Terms, you should not access or use the Website.

Netlify's software, solutions and services ("**Services**") offered on the Website are governed by the the [Self-Serve Subscription Agreement](#) or the [Enterprise Master Subscription Agreement](#), as applicable.

All information provided by you in connection with the Website shall be subject to the [Netlify Privacy Policy](#)

1. Age and Eligibility

You certify that you are a person at least 13 years of age. If you are a resident of a country outside the United States, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.

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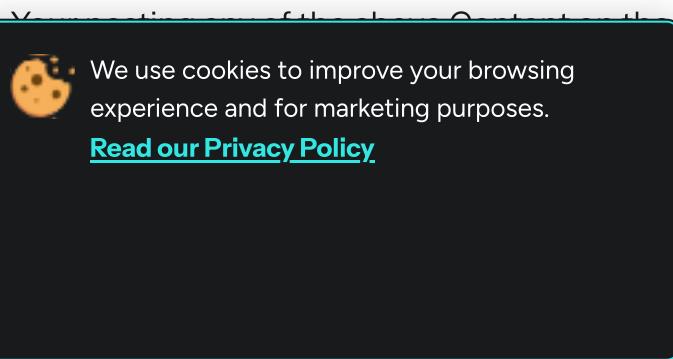
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3. Your Content

By submitting, posting or publishing your content, suggestions, enhancement requests, recommendations, feedback, information, comments or transmitting your data ("**Content**") through this Website, you are granting Netlify a perpetual, irrevocable, worldwide, non-exclusive, royalty-free right and license (with the right to sub-license) to use, incorporate, exploit, display, perform, reproduce, distribute, and prepare derivative works of your Content. By posting and publishing your Content, you represent and warrant that your Content does not infringe, violate or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or slander, defame or libel any third party.

Netlify does not allow any of the following Content, or links to such Content, to be published on the Website:

1. Content of an illegal nature (including stolen copyrighted material).
2. Pirated software sites, including cracking programs or cracking program archives.
3. Content with the purpose of causing harm or inciting hate, or content that could be reasonably considered as slanderous or libelous.

Your posting any of the above Content on the Website will result in a notice to your _____ period of 48 hours to take corrective _____ ccount termination if Netlify deems this _____ to termination and removal of your

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systems. Netlify will use such data to administer, improve and develop its products and services, including the Services; and Netlify may share aggregated information and non-identifying information with third parties. You acknowledge that Netlify may also share any Content and Your information if the disclosure is necessary to comply with a valid court order or subpoena.

4. Acceptable Use

When you access and use the Website you shall comply with Netlify's Acceptable Use Policy, available here: https://www.netlify.com/legal/acceptable-use-policy

5. Netlify Etiquette

You are prohibited from using Netlify for the propagation, distribution, housing, processing, storing, or otherwise handling any material in any way which Netlify deems, in its sole discretion, to be objectionable. This also includes links or any connection to such materials. The designation of any materials as objectionable is left entirely to the sole discretion of the Netlify management. Although Netlify has no obligation to monitor your use of the Website, Netlify may do so and may prohibit any use it reasonably believes may be in violation of these Terms.

6. Third-Party Websites.

The Website may contain links to third-party websites. Such linked websites are not under Netlify's control, and Netlify is not responsible for their content.

7. Warranty Disclaimer

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8. Indemnity

You shall indemnify, defend and hold harmless Netlify and its officers, directors and employees, from and against all third party claims, losses, damages, costs and liabilities, including reasonable attorneys' fees, arising out of or relating to your use of the Website, your Content, or any products or services offered by you to a third party, or obtained by you from a third party, via the Website.

9. Limited Liability

IN NO EVENT WILL NETLIFY BE LIABLE TO YOU FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE WEBSITE OR ANY MATERIALS OR CONTENT ON THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT NETLIFY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. NETLIFY'S AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, LIABILITIES OR DAMAGES IN CONNECTION [...] OR USE OF, OR YOUR INABILITY TO [...] T ON THE WEBSITE, WHETHER AS A [...] NCLUDING NEGLIGENCE) OR [...] OF LIABILITY, IS LIMITED TO NO [...] FEES PAID BY YOU IN THE THEN- [...] OLLARS (US $100).

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. Governing Law

These terms shall be governed and construed in accordance with the laws of the State of California without giving effect to conflict of law principles. You and Netlify agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California for the purpose of litigating all disputes.

11. Policies

You shall use the Website only in compliance with Netlify's published policies then in effect (including Netlify's Privacy Policy found at https://www.netlify.com/privacy/) and all applicable laws and regulations.

12. General

These Terms constitute the entire and exclusive agreement between you and Netlify regarding use of and access to the Website. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without Netlify's prior written consent. Netlify may assign these Terms at any time without notice. The failure to require performance of any provision will not affect Netlify's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable [...] possible and the remaining parts will [...] nor you will be in violation of these [...] her than failure to pay) is due to an [...] ificant failure of a part of the power [...] disaster, war, riot, insurrection, [...] n, terrorism, or other similar events.

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Upon termination or expiration of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration.

13. Contract Revisions

Netlify may revise these Terms from time to time. The revised Terms will supersede prior versions. Unless stated otherwise, revisions will be effective upon the effective date indicated at the top of these Terms. We encourage you to check the effective date of these Terms whenever you visit Netlify's website or log in to your Netlify account. Your continued access or use of the Website constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Website.

14. Contact Information

The Website is offered by Netlify, Inc., located at 101 2nd Street, San Francisco, CA 94105. You may contact us by sending correspondence to 101 2nd Street, San Francisco, CA 94105-2239, Attn: Netlify Legal dept, or by emailing us at support@netlify.com. Report misuse of the Services or Website at fraud@netlify.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.

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