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# Terms of Service

Last Updated: May 31, 2024

You can find the previous version of our Terms of Service [here](#).

## 1. Introduction

### 1.1. Scope

Welcome to Airtable! These Terms of Service (these "**Terms**") of Formagrid Inc, dba Airtable ("we," "our," or "us"), are an agreement that describes your and our responsibilities.

This website uses cookies and other tracking technologies to collect, store, and monitor your information, which we may share with our third-party partners, as further described in our [Cookie Policy](#). By clicking "Accept All", you agree to our use of these tracking technologies in accordance with our [Privacy Policy](#), [Cookie Policy](#), and [Terms of Service](#).

These Terms govern how you may access and use: (i) our domains, and any other website where these Terms are hosted services; and (iii) our "**Software**," meaning, computer extensions, integrations, mobile applications, other application programming interfaces ("**APIs**"), and tools and through (iii) collectively, our or the "**Services**").

### Read Terms Carefully

READ THESE TERMS CAREFULLY TO ENSURE THAT YOU AGREE TO THE PROVISION. BY CREATING AN AIRTABLE ACCOUNT, SIGN UP WITH GOOGLE", "SIGN UP FOR FREE", OR BY INDICATING ACCEPTANCE ELECTRONICALLY, BY SIGNING THESE TERMS IN AN ORDER FORM OR OTHER ORDERING DOCUMENT, OR BY ACCESSING OR USING THE SERVICES. WHETHER OR NOT YOU ARE A REGISTERED USER OF AIRTABLE, (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS; (II) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE [PRIVACY POLICY](#), WHICH IS AVAILABLE AT [/PRIVACY](#) ("**PRIVACY POLICY**") AND IS INCORPORATED BY REFERENCE; AND (III) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE [ARBITRATION AGREEMENT](#) (THE "ARBITRATION AGREEMENT") AND BY REFERENCE. WE RESERVE ALL RIGHTS NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 16.2 (THE "ARBITRATION AGREEMENT") AND

CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 16.3 (THE "**CLASS ACTION/JURY TRIAL WAIVER**") THAT REQUIRE, WITH ONLY SPECIFIED EXCEPTIONS IN SECTIONS 16.1 AND 16.2 OR UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 16.2, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTIONS OR PROCEEDINGS.

### 1.3. Organizations

If you are an individual and you access or use our Services on behalf of a

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company, principal, or other entity, such as your employer (each, collectively, an "**Organization**"), then: (i) these Terms are an agreement between you and us and that Organization; (ii) you represent that you have the authority to bind that Organization to these Terms (if you do not have the authority, you may not access or use our Services); (iii) these Terms will bind such Organization to these Terms; (iv) your access and use of our Services may be suspended or terminated if you cease to be associated with, or cease to use an Airtable Account (defined below) if you cease to be associated with, owned by, or provisioned by, that Organization; (v) information regarding you and your use of the Services, including below), to such Organization, or to appropriate individuals at that Organization; and (vi) the terms "**you**" and "**your**", as used in both you and such Organization.

Services using an email address associated with, owned by, or provisioned by that Organization, or if an Organization pays fees due in connection with your access to or use of our Services (or reimburses you for your use of our Services), or otherwise, then we may deem you, in our sole discretion, to be acting on behalf of that Organization. We warrant that all information that you provide to us regarding your use of our Services, including information associated with such Organization or email domains owned by you, is and at all times will be truthful, accurate, and complete, and you will immediately notify us should any such information change or no longer be truthful, accurate, or complete.

tion on whose behalf an individual user is accessing or using the Services described above, then you are responsible for the acts and

omissions of all such individual users, and for ensuring that all such individual users comply with these Terms.

If you are an individual user and are a member of, or have access to workspaces within the Services that are part of, an account that is not subject to these Terms as explicitly stated in an agreement governing such account (such as an Enterprise Scale, Enterprise, or Business plan account governed by a separate master subscription agreement), then these Terms govern your access to and use of the Services outside of such account and in any other workspace to which you have access or as to which you are an owner, collaborator, or member.

## 2. Our Services

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ices only if you can form a legally binding contract with us (Organization as applicable), and only in compliance with applicable local, state, national, and international laws, rules, and regulations. To use our Services, you must be at least 16 years old, and in certain countries, even older (please check your local law for the age of digital majority). You warrant that you meet the applicable age of majority and warrant that you are competent to agree to these Terms, or, if you are unable to do so under applicable law, you represent and warrant that you have your legal guardian's permission to use our Services, and that your legal guardian is agreeing to these Terms concurrently. If you are a minor or a user of our Services who is unable to form a binding contract under applicable law, you are agreeing to these Terms and you are warranting that you have your parent or legal guardian's permission to use our Services. Our Services are not available to users who have been previously removed from the Services, unless our duly authorized representative agrees otherwise in writing.

### Definitions, and Acceptable Use

In accordance with these Terms, you may access and use our Services during the Subscription Term (defined below), except as may be limited by law. Except as we otherwise agree in writing or to the extent a law permits, you must comply with our [Acceptable Use Policy](#), which is available at [www.airtable.com/aup](http://www.airtable.com/aup) and is incorporated by reference ("Acceptable Use Policy").

### Counts

Your account on our Services (your "**Airtable Account**") gives you access to the services and functionality that we may establish and maintain from time to time. We may maintain different types of Airtable Accounts for different types of users. You acknowledge and agree that you do not own your Airtable Account.

You may not use another user's Airtable Account without such user's permission. You are solely responsible for the activity that occurs on your Airtable Account, and you must keep your Airtable Account password(s) strong and secure. You should notify us immediately of any breach of security or unauthorized use of your Airtable Account. Any individual with administrator-level access to your Airtable Account can modify your Airtable Account settings, access, and billing information. We will not be liable for any losses caused by any unauthorized use of

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, or for any changes to your Airtable Account, including your Airtable Account or Your Content (defined below), made by administrator-level access to your Airtable Account.

in aspects of your Airtable Account profile and how you can change the settings in your Account Settings page. If your email address, we may use the email address to send notices, including any notices required by law, in lieu of postal mail. We may also use your email address to send you advertising messages, such as changes to features of our offers. If you do not want to receive such email messages, change your preferences by logging into our [preference center](#) associated with your Airtable Account, or by clicking the link in each marketing or advertising message. Opting out will not prevent us from sending Services-related notices.

you, you (or your licensors) will own any and all information, rights, in any form or medium, that is collected, downloaded, or received directly or indirectly, from you (or on your behalf) by or ("Your Content"). If you are an individual using our Services or an organization, we may assume, in our sole discretion, that all of the content belongs to that Organization. Notwithstanding the foregoing, you understand that we may retain, take possession of, delete, or deny your content if we believe, in our sole discretion, that some or all of your use of our Services, violates these Terms (including our [Cookie Policy](#)).

You (on behalf of yourself and your Organization, if applicable, and your other licensors) grant, and you represent and warrant that you have all rights necessary to grant, us an irrevocable, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to access, use, copy, store, modify, and display Your Content solely: (i) to provide, maintain, improve, or optimize use of our Services; (ii) to perform such other actions as authorized by you in connection with your use of our Services; (iii) where necessary (in our sole discretion) to ensure the stability and security of our Services and our systems; and (iv) for any other purpose consistent with the [Privacy Policy](#).

If you are an individual using our Services on behalf of an Organization and are collaborating with other employees or other individuals who have access to Your

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itable Account, or if you share Your Content with other outside of such Organization, then Your Content that you n other individuals (as well as other information, such as the formation of other individuals who have access to your Content within our Services) will be visible, accessible, and, signated level of access, editable by such individuals.

Content from your Airtable Account by deleting it. However, some of Your Content may not be completely removed. We liable for the removal or deletion of any of Your Content, or or delete such content.

ur Content, you represent and warrant that: (i) you have all uses, and consents to provide, receive, access, and/or use other content you provide, receive, access, and/or use on with our Services; and (ii) Your Content and our use ed by these Terms and our Services will not violate any law of any third party, including any intellectual property rights

lity and assume no liability for Your Content. You shall be Your Content and the consequences of posting it, publishing wise making it available on our Services. You shall be solely hify us for Your Content.

analyze data and other information regarding your use of the cess, usage patterns, and performance (collectively, "**Usage**

**Data").** We are free at any time (including after termination of these Terms) to use such data and information for our business purposes, including but not limited to analytics, quality assurance, product and service development and improvement, and churn rate and service level analysis. For clarity, Usage Data does not include Your Content.

## 2.6. Software

To the extent you receive our Software, subject to your compliance with these Terms, during the applicable Subscription Term, we grant to you a non-exclusive, non-transferable, non-sublicensable right and license to use our Software solely as reasonably necessary for your use of our Services in accordance with these

[Terms](#)

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## Termination, Suspension, and Termination

Termination, Suspension, and Termination. You can terminate your Airtable Account at any time through your Account Settings. We may terminate your access to our Services or suspend your access to our Services without notice or for any reason, including if in our sole discretion you violate these Terms. Upon termination, you continue to be bound by the terms of these Terms.

we may make available to you certain product features on a trial basis. A trial may be designated by us as an alpha, a beta, a pilot, a preview, or an evaluation, or a term ("Product Trial"). You may participate in any Product Trial under the Terms and any additional terms and conditions made available to you. You acknowledge that product features made available to you as Trial Features might contain bugs, errors, or omissions. TRIAL FEATURES ARE PROVIDED TO YOU FOR TESTING PURPOSES ONLY, WITHOUT ANY WARRANTY, LIABILITY, INDEMNITY, OR REPRESENTATIONS. Trial Features are not subject to any service level commitments. Trial Features are Confidential Information and might never be made available for general use or otherwise become part of a future version of our Services, and we may discontinue Trial Features at any time.

Features, or revoke your access to Trial Features, at any time for any or no reason, in our sole discretion, without any liability to you. Discontinuing Trial Features, or making Trial Features inaccessible to you, may have the effect of making some or all of Your Content inaccessible to you.

### 3. Our Intellectual Property

You acknowledge and agree that our Services and all materials and content displayed or made available on our Services, and all software, algorithms, code, technology, and intellectual property underlying and included in or with our Services, and all intellectual property rights therein and thereto throughout the world (collectively and individually, our "**Intellectual Property**"), are our (or our licensors' as applicable) sole and exclusive property. Except as explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any

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rights, and you agree not to access, sell, license, rent, modify, duce, transmit, publicly display, publicly perform, publish, derivative works from any of our Intellectual Property.

We may invite you, to submit comments, feedback, or ideas cluding about how to improve our Services ("Feedback"). own any such Feedback, and that we are free to use the additional compensation to you, and to disclose the confidential basis or otherwise to anyone. You acknowledge r submission of Feedback, we do not waive any rights to use s previously known to us, or developed by our employees, or s other than you.

#### Developer Tools

In accordance with these Terms and our [Developer Terms](#), which are [available here](#) and are incorporated into these Terms. During the applicable Subscription Term, we grant to you a non-transferable, non-sublicensable right and license to use our developer tools and documentation in order to develop, test, and publish applications or extensions that integrate with our Services (your

#### Our Extensions

is a non-exclusive, worldwide, sublicensable, transferable, perpetual, irrevocable (except upon ten (10) days' advance written notice to us if

you remove any Extension distributed from the [Airtable Marketplace](#) available at [www.airtable.com/marketplace](http://www.airtable.com/marketplace) ("Airtable Marketplace")), and royalty-free right and license, under all of your intellectual property rights, to: (i) use, reproduce, publicly perform, publicly display, distribute, and modify (solely to ensure compatibility with our Services) your Extensions, as well as to use your and your Extensions' names and logos for our business purposes related to your Extensions, including for purposes of marketing, demonstrating, and answering inquiries about your Extensions; and (ii) link to and direct audiences to your Extension from our Services, including from the [Airtable Marketplace](#).

### 4.3. Responsibility for Your Extensions

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You are solely responsible for all maintenance and support for your Extensions, at your Extensions comply with all applicable laws and applicable privacy, data security, advertising, and marketing and with all technical and compatibility requirements. We disclaim all responsibility and liability related to must make any use of your Extensions by third parties of our Services) subject to a privacy policy that is within your Extensions. Your Extension's privacy policy, and ons governing your Extension, must comply with applicable d plainly describe your and our collection, use, storage, and personal and confidential data in connection with your services. For clarity, you will retain ownership of your our rights in our APIs and our Services. We reserve the ensions to determine whether they violate these Terms.

e to you, as a Product Trial or otherwise, features or rvices that utilize generative artificial intelligence models se of Airtable AI is subject to these Terms and our [Airtable](#) from time to time, which are available at [om/ai-terms](#) and are incorporated into these Terms by

## I Payment

### Plans

at you may sign up for that allow you to use certain aspects for free or for a fee (a "Subscription Plan"). We may

change Subscription Plans, including by offering new services or features for additional fees and charges or by adding or amending fees and charges for existing Subscription Plans, in our sole discretion. Any change to a Subscription Plan's pricing or payment terms will become effective in the billing cycle following notice of such change to you as provided in these Terms. Subscription Plans may set allotments for use of designated Services aspects. Use of Services aspects in excess of a Subscription Plan's designated allotment may result in (additional) fees, and such fees will be included in a true-up invoice or charged automatically via the payment method associated with your Airtable Account ("**Payment Method**").

## 6.2. Billing and Payment

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tion Plan, you agree to make payments, and we may /our Payment Method, as described below, for so long as remains active. Subscription Plans may be offered for a set ach such period, a "**Subscription Term**"). If you elect to sign tion Plan, you agree to the pricing and payment terms at [www.airtable.com/pricing](http://www.airtable.com/pricing), or as otherwise posted or as we may update them from time to time.

ith a current, valid, accepted Payment Method. When you nsaction, you authorize us to provide your payment rties so we can complete your transaction and to charge , in United States Dollars, for the type of transaction you ny applicable taxes and other charges) and any applicable described below. You will pay applicable taxes, if any, relating on, and are also responsible for any payment-related fees fees, credit card processing fees, and foreign transaction

be as our third-party service provider for payment services, ices you agree to be bound by Stripe's Services Agreement, <https://stripe.com/us/legal>. If your payment is not or any reason, you remain responsible for any amounts not u authorize us or our third-party service provider to continue nt Method, without further notice, until such time as your payments for transactions are non-refundable and non- s expressly provided in these Terms.

Your subscription continues until canceled by you or we terminate your access to or use of our Services in accordance with these Terms. Unless and until canceled by you, all Subscription Plans will automatically renew for renewal terms equal in length to the original Subscription Term, at the applicable price as of the renewal date. If you do not want a Subscription Plan to renew, you must cancel it before the end of the Subscription Term via the Account Settings page on your Airtable Account). If you purchase a Subscription Plan, we (or our third-party service provider) will automatically charge you each year or month, as applicable, on the anniversary of the commencement of your subscription, using the payment information you have provided, until you cancel your subscription. By agreeing to these Terms and electing to purchase a Subscription Plan, you acknowledge that your Subscription Plan has recurring payment features and you accept

recurring payment obligations prior to cancellation of your us.

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## and Terminations

ate your Subscription Plan, except in the event of your s or failure to pay fees when due, we will grant you a e remaining unused portion of your Subscription Term. If you our Subscription Plan, your right to use our Services will of your then-current Subscription Term and then terminate es. Notwithstanding the foregoing, if you live in the European cancel your Subscription Plan within fourteen (14) days of eligible for a refund of any payments made for the canceled d, if you request such a refund, your right to use our e immediately upon cancellation of your subscription. ing sentence, if you cancel or terminate your Subscription by law, YOU WILL NOT RECEIVE A REFUND OF ANY ES PAID FOR THE THEN-CURRENT SUBSCRIPTION TERM ICELLATION.

## S

all be subject to a service charge equal to 1.5% per month of e maximum amount allowed by law, whichever is less (plus i).

Any credits that may accrue to your Airtable Account (for example, as a result of a promotion or referral program, or a Subscription Plan downgrade) will expire one year following their accrual, or upon expiration or termination of your Airtable Account, whichever is earlier. Notwithstanding the foregoing, any credits accrued to a workspace on a free Subscription Plan will expire if the workspace's Subscription Plan is not upgraded to a paid Subscription Plan within ninety (90) days of accrual, unless otherwise specified. Credits have no currency or exchange value, and are not transferable or refundable.

## 7. Additional Terms for Mobile Applications

### 7.1. Mobile Applications

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e software to access our Services via a compatible mobile **Mobile Applications**). You may incur mobile data charges from your connection with the Mobile Applications, and you agree that responsible for any such charges. We grant you a non-exclusive, cable license to use a compiled code copy of the Mobile Airtable Account on one or more mobile devices owned or solely in accordance with these Terms. You acknowledge the right to time issue upgraded versions of the Mobile Applications, and you agree to electronically upgrade the version of the Mobile Applications that are using on your mobile device. You consent to such changes on your mobile device, and agree that these Terms will apply to any third-party code that may be incorporated in the Mobile Applications by the applicable open source or third-party license EULA, or of such code. The foregoing license grant is not a sale of rights or any copy thereof. We or our third-party partners or grant, title, and interest in the Mobile Applications (and any copy or by you to transfer any of the rights, duties, or obligations expressly provided for in these Terms, is void.

#### Mobile Applications

Mobile Applications from any third-party app store, such as the App Store or Google Play. You acknowledge that these Terms are between you and us and not with such third party; (ii) your use of such Mobile Applications must comply with such third party's then-current app store terms and conditions; (iii) you acknowledge that you are a provider of the app store where you obtained such Mobile Applications; (iv) we, and not such third party, are solely responsible for our Mobile Applications; and (v) such third party has no obligation or liability to you with respect to the Mobile Applications.

respect to such Mobile Applications or these Terms; and (vi) you acknowledge and agree that such third party is a third-party beneficiary to these Terms as it relates to such Mobile Applications.

## 8. Privacy

We care about the privacy of our users. By using our Services, you acknowledge that we may collect, use, and disclose your personal information and aggregated and/or anonymized data as set forth in our [Privacy Policy](#), and you acknowledge that you may have your personal information collected in, used in, transferred to, and processed in the United States. If your use of the Services requires us to process any personal data or personal information within Your Content, as these terms are defined in and in accordance with applicable privacy laws or regulations, we will do so at all times in accordance with our [Privacy Policy](#) and

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processing Addendum ("DPA"). You may access and sign our DPA. Once signed, the DPA will be incorporated into these Terms by reference. In the event of any conflict between the DPA and any other aspect of these Terms, the DPA will govern.

### Security Measures

We implement security measures designed to secure Your Content from accidental or unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or otherwise gain unauthorized access to Your Content for improper purposes. You understand that the Internet has the inherent potential for disclosure. You acknowledge that You use of the Services is at your own risk. You can learn more about our security measures at [www.airtable.com/security](http://www.airtable.com/security).

### Two-factor Authentication

We encourage you to log-in using two-factor authentication ("2FA"), which is a simple way to reduce the risk of unauthorized use of or access to the Services. We recommend that all users implement 2FA for their use of our Services. Notwithstanding anything to the contrary in these Terms, we will not be liable for any damages, losses, or liability to you or anyone else if such damage or loss would have been prevented by the use of 2FA.

### Privacy Policy

We respect the rights of copyright holders, as described in our [Copyright Policy](#), as updated from time to time, which is available at <https://www.airtable.com/company/copyright-policy> and is incorporated into these Terms by reference (the “**Copyright Policy**”). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please use the process outlined in the [Copyright Policy](#).

## 11. Third-Party Services and Marketplace Extensions

OUR SERVICES MAY CONTAIN LINKS TO THIRD-PARTY MATERIALS THAT ARE NOT OWNED OR CONTROLLED BY US, WE MAY REFER YOU TO CERTAIN THIRD PARTIES WHO PROVIDE INDEPENDENT SERVICES RELATING TO OR

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USE OF OUR SERVICES, AND CERTAIN FUNCTIONALITY MAY REQUIRE YOUR USE OF, OR MAY BE COMPATIBLE WITH THIRD-PARTY SERVICES, SITES, INFORMATION, MATERIALS, EXTENSIONS, OR SERVICES (INCLUDING EXTENSIONS FROM THE [AIRTABLE MARKETPLACE](#)), OR SERVICES (EACH, A "**THIRD-PARTY SERVICE**"). WHEN YOU USE A THIRD-PARTY SERVICE, YOU ARE SUBJECT TO AND BINDING ON YOU THE THIRD-PARTY'S TERMS OF SERVICE (OR OTHER APPLICABLE CONDITIONS) AND PRIVACY POLICY MADE AVAILABLE BY OR VIA THE THIRD-PARTY SERVICE. WE DO NOT ENDORSE OR ASSUME ANY LIABILITY FOR ANY SUCH THIRD-PARTY SERVICE (EVEN WHERE WE ARE RESPONSIBLE FOR THE FUNCTIONALITY OR SECURITY OF SUCH A SERVICE), SUCH AS AN EXTENSION DEVELOPED BY A THIRD-PARTY AND AVAILABLE THROUGH THE [AIRTABLE MARKETPLACE](#)). IF YOU USE A THIRD-PARTY SERVICE FROM OR WITH AIRTABLE OR SHARE IT WITH AIRTABLE OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY POLICY DO NOT APPLY TO YOUR USE OF SUCH SERVICES. YOU AGREE TO HOLD US FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF A THIRD-PARTY SERVICE.

INDEMNIFY, AND HOLD US AND OUR AFFILIATES, AGENTS, SUPPLIERS, OR CONTRACTORS, AND THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, AND DIRECTORS, AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LIABILITIES, DEBT, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING (I) OUT OF OR IN CONNECTION WITH YOUR VIOLATION OF ANY ASPECT OF THESE TERMS; (II) YOUR BREACH OF ANY OF YOUR REPRESENTATIONS AND WARRANTIES; (III) YOUR VIOLATION OF ANY APPLICABLE LAW; (IV) ANY THIRD-PARTY RIGHT, INCLUDING ANY RIGHT OF PRIVACY OR

intellectual property rights; (iv) your violation of any applicable law, rule, or regulation; (v) Your Content, including without limitation any misleading, false, or inaccurate information in Your Content; (vi) your willful misconduct; or (vii) any third party's access to or use of our Services with your username(s), password(s), or other security code(s).

## 13. No Warranty

OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF OUR SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER

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OBTAINED BY YOU FROM US OR THROUGH OUR  
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THE FOREGOING, WE, OUR SUBSIDIARIES, OUR  
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ECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE  
CH VARY BY JURISDICTION. THE DISCLAIMERS AND  
THESE TERMS WILL NOT APPLY TO THE EXTENT  
LICABLE LAW.

## 14. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, AGENTS, SUPPLIERS, OR LICENSORS (OR OUR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS) BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT

LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OUR SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR: (I) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION

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(V) ANY INTERRUPTION OR CESSATION OF OR FROM OUR SERVICE; (V) ANY BUGS, VIRUSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR RECEIVED BY ANY THIRD PARTY; (VI) ANY ERRORS OR CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, MADE AVAILABLE THROUGH OUR SERVICE; (VII) YOUR DATA; (VIII) DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY

PERSON, OR OUR AFFILIATES, AGENTS, SUPPLIERS, OR CONTRACTORS OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OR CONTRACTORS) BE LIABLE TO YOU FOR ANY CLAIMS, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS INCLUDING THE AMOUNT OF FEES YOU PAID TO US DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER

LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT IS SUBJECT TO LOCAL LAW, AND YOU MAY ALSO HAVE OTHER

RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE

DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 15. Confidentiality

### 15.1. Confidential Information

From time to time, either party to these Terms (the "**Disclosing Party**") may disclose or make available to the other (the "**Receiving Party**") non-public, proprietary, or confidential information of the Disclosing Party ("**Confidential Information**"). Confidential Information includes any information that reasonably should be understood to be confidential given the nature of the information and

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disclosure, including non-public business, product, marketing information, and Trial Features. Confidential Information include any information that: (i) is or becomes generally known other than as a result of the Receiving Party's breach of this Agreement; (ii) comes available to the Receiving Party on a non-confidential basis from a third party; (iii) was in the possession of the Receiving Party or to the Disclosing Party's disclosure thereof; or (iv) was developed by the Receiving Party without using any of the Confidential Information.

### 15.2. Use of Confidential Information

hall: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care it would protect its own Confidential Information, but in no less than a commercially-reasonable degree of care; (ii) only use the Confidential Information, and only permit it to be accessed or disclosed in connection with exercising its rights or performing its obligations under this Agreement or for the purpose of exploring a business relationship (or changes to such relationship) between the parties, or for any other purpose contemplated by the [Privacy Policy](#); and (iii) not disclose any of the Confidential Information to any person or entity, except to the Receiving Party or its employees or financial/legal advisors who need to know the information and are bound to confidentiality obligations at least as stringent as these Terms.

### 15.3. Access or Disclosure

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, then, prior to making such disclosure (unless prohibited by law or legal process) it shall use commercially-reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

## 15.4. Injunctive Relief

Each of the parties to these Terms acknowledges that the other party will be irreparably harmed if Confidential Information of the other is distributed in breach of this Section, and that such other party would not have an adequate remedy at

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such an actual or threatened breach. Therefore, each of the other party shall be entitled to seek injunctive relief for threatened breaches of this Section by the other party without showing actual damages or showing that monetary relief is not an adequate remedy.

## Law, Arbitration, and Class Action/Jury

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will be deemed solely domiciled in the State of California; will be deemed a passive one that does not give rise to cover us, either specific or general, in jurisdictions other than this will be governed by the internal substantive laws of the without respect to its conflict of laws principles.

dge that these Terms evidence a transaction involving Notwithstanding the preceding sentences with respect to the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs enforcement of the Arbitration Agreement in Section 16.2. laws to the fullest extent permitted by law. If the FAA is only to any issue that arises from or relates to the Arbitration issue shall be resolved under and governed by the law of e.

United Nations Convention on Contracts for the sale of goods is expressly excluded.

You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco, California is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

## 16.2. Arbitration

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**CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN US.** This section 16.2 (the “**Arbitration Agreement**”) applies to any dispute, controversy, or claim between you and us that arises directly or indirectly: (i) these Terms, including the formation, termination, enforcement, interpretation, validity, or (ii) access to or use of our Services, including receipt of any notices, or other communications from us; (iii) any transactions through our Service; or (iv) any other aspect of your relationship or interaction with us directly or indirectly, as a user or consumer (“**Claim**”). The Arbitration Agreement shall apply, without limitation, to any claims for which you or we asserted before or after your consent to these Terms.

If you do not agree to this Arbitration Agreement, you can reject and opt-out of this Arbitration Agreement by emailing us at [legal@airtable.com](mailto:legal@airtable.com) and stating that you are rejecting this Arbitration Agreement. Opting out of this Arbitration Agreement does not affect your rights under any other part of these Terms, including the provisions regarding how disputes must be resolved or in which courts any disputes must be brought.

Please note that if you do not accept this Arbitration Agreement, you will be required to first contact us at [legal@airtable.com](mailto:legal@airtable.com) and attempt to resolve your dispute with us informally. In the unlikely event that we have not been able to resolve your dispute informally within sixty (60) days, we each agree to resolve any Claim by binding arbitration in San Francisco, California. The arbitration will be conducted by JAMS, under the Optional Expedited Arbitration Rules for JAMS (the “**Rules**”), except as provided herein. You can find the **Rules** at [www.jamsadr.com](http://www.jamsadr.com), where the Rules are available. In the event of any conflict between the **Rules** and this Arbitration Agreement, the

Arbitration Agreement shall control. The arbitration will be conducted in the U.S. county where you live or San Francisco, California, unless you and we agree otherwise. If you are using our Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using our Services for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction

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in arbitration, but this does not absolve you of your obligations in the informal dispute resolution process. Any judgment or award rendered by the arbitrator may be entered in any court of competent jurisdiction. You agree that the arbitrator, and not any federal, state, or local law enforcement agency, shall have exclusive authority to resolve any disputes related to or arising out of the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is invalid or unenforceable. The arbitrator shall also be responsible for resolving all questions regarding the scope and validity of any defense asserting that a provision of these Terms, is unconscionable or illusory or any other defense, including waiver, delay, laches, unconscionability, or estoppel.

THE PARTIES AGREE THAT ANY ACTION AGAINST US BASED ON OR RELATED TO THE SERVICES WILL BE DEEMED AS PREVENTING US FROM SEEKING OR OTHER EQUITABLE RELIEF FROM THE COURTS AS A RESULT OF THE ACTUAL OR THREATENED INFRINGEMENT, MISUSE, OR VIOLATION OF OUR DATA SECURITY, INTELLECTUAL PROPERTY, OR PROPRIETARY RIGHTS; OR PREVENTING YOU FROM BRINGING A CLAIM IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY FOR SUCH A COURT; OR PREVENTING YOU FROM BRINGING A CLASS ACTION, COLLECTIVE ACTION, OR PUNITIVE DAMAGE ACTION. IF THE MATTER REMAINS IN SUCH COURT AND ADVANCES TO A JURY TRIAL (NON-CLASS, NON-COLLECTIVE, AND NON-PUNITIVE), THE JURY TRIAL SHALL BE SEVERED. THE JURY TRIAL SHALL NOT AFFECT THE ARBITRATION AGREEMENT.

IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE VOID, UNENFORCEABLE, OR UNLAWFUL IN WHOLE OR IN PART, THE VOID, UNENFORCEABLE, OR UNLAWFUL PROVISION, IN WHOLE OR IN PART, SHALL BE SEVERED. THE SEVERED PROVISION SHALL HAVE NO IMPACT ON THE REMAINING ARBITRATION AGREEMENT, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

FORCE, OR THE PARTIES' ABILITY TO COMPEL ARBITRATION OF ANY REMAINING CLAIMS ON AN INDIVIDUAL BASIS PURSUANT TO THE ARBITRATION AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF THE CLASS ACTION/JURY TRIAL WAIVER IS FOUND TO BE VOID, UNENFORCEABLE, OR UNLAWFUL, IN WHOLE OR IN PART, BECAUSE IT WOULD PREVENT YOU FROM SEEKING PUBLIC INJUNCTIVE RELIEF, THEN ANY DISPUTE REGARDING THE ENTITLEMENT TO SUCH RELIEF (AND ONLY THAT RELIEF) MUST BE SEVERED FROM ARBITRATION AND MAY BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION. ALL OTHER CLAIMS FOR RELIEF SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT SHALL BE ARBITRATED UNDER ITS TERMS, AND THE PARTIES AGREE THAT LITIGATION OF ANY DISPUTE REGARDING THE ENTITLEMENT

TO RELIEF SHALL BE STAYED PENDING THE OUTCOME OF THE CLAIMS IN ARBITRATION.

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### Jury Trial Waiver

ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY USED OUR SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN SINGULAR CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A PROPOSED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. YOU AND WE AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE CLAIM. YOU AND WE AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT THAT IT IS APPROPRIATE TO AFFECT OTHER USERS. YOU AND WE AGREE THAT, BY THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO BRING A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

### Governmental Entity and Other Governmental Entity

you are a “**Governmental Entity**”, defined as the United States, state, commonwealth, territory, municipality, or other political subdivision thereof, and any agency, commission, department, board, bureau, or court, foreign, or multinational, exercising executive, legislative,

judicial, regulatory, or administrative functions of or pertaining to government, and any employee or official thereof. For purposes of the United States government, our Services are “commercial computer software” as defined at 48 C.F.R. § 2.101 and 48 C.F.R. § 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202, and the Services is a “commercial service” as defined in 48 C.F.R. § 2.101. The Services and related documentation is provided to all Governmental Entity customers and their users, for use by the Governmental Entity customer or on its behalf, subject to these Terms and with only those rights as are granted to all other customers and authorized users pursuant to the terms and conditions herein.

These Terms, including (by way of example only) Sections 6.3 (Renewals), 6.4 (Cancellations and Terminations), 6.5 (Late Payments), 12 (Indemnity), 16

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ration, and Class Action/Jury Trial Waiver), 22.1 (Assignment) Entities and their authorized users except as prohibited by so to the extent any provision or term herein is so prohibited, deemed modified only to the extent reasonably necessary ple law but to give maximum effect to the provision or terms

## trols and Sanctions

cknowledge that we or our Services may be subject to id regulations. You agree to comply with all applicable export and trade and economic sanctions laws, including the Regulations maintained by the U.S. Department of economic sanctions maintained by the U.S. Treasury f Foreign Assets Control (OFAC), and the International tions maintained by the U.S. State Department. Neither you, ch you make our Services available or that is acting on your n Organization, any of your subsidiaries, or any of your or s or employees, or any person owning 50% or more of your her equivalent voting interests, is (i) a person on the List of Nationals and Blocked Persons or any other list of dministered by OFAC or any other governmental entity, or (ii) ident of, or a segment of the government of, any country or United States maintains trade and economic sanctions or

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s our customer in our promotional materials. We will promptly stop doing so upon your request, which you may send using the

“Message Support” link under the “Help” menu within our Services, or the “How can we help?” interface at [this link](#).

## 20. Interactive Services

We and our Services provide, and use third-party tools to provide, various interactive services, including chatbot and managed chat functionality. You agree that we and our third-party tools may monitor and retain a transcript of all communications with you via these interactive tools in order to provide the tools and for quality and verification purposes. Your use of any of these tools is governed by these Terms and our [Privacy Policy](#).

## 21. EU Digital Services Act Disclosures

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rights and licenses granted hereunder, may not be assigned by you without our prior express written consent, but may be transferred without restriction. Any attempted transfer or assignment in contravention of this provision shall be null and void.

### Procedures and Changes to these Terms

communications, whether such notifications are required by law or for other business-related purposes, to you via email notice, post notice, or through posting of such notice on our website, at our sole discretion. We reserve the right to determine the form and timing of notifications to our users, provided that you may opt out of such notifications as required under applicable laws or as described in these [Terms of Service](#). We are not responsible for any automatic filtering you may apply to email notifications we send to the email address.

and govern your access to and use of our Services effective upon the date of publication of these Terms, even if such access or use began before publication of these Terms.

We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. In such cases, we will update the "Last Updated" date at the top of this page. When we change these Terms in a material manner, we will notify you that material changes have been made to these Terms, for example by posting the modified Terms on our website, by displaying a prominent notice within the Services, or through other communications. Your continued use of our Services after any change to these Terms constitutes your acceptance of the new Terms of Service. If you do not agree to any part of these Terms or any future Terms of Service, do not use or access (or continue to use or access) our Services, and [delete your Airtable Account](#).

## 22.3. Entire Agreement/Severability

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with any amendments and any additional agreements you in connection with our Services (and including any terms of reference), will constitute the entire agreement between you and us regarding our Services. None of our employees or representatives shall be any modification or addition to these Terms. Any agreements made between you and any of our employees or agents shall expressly exclude from these Terms and will not apply to your use of our Services. If any provision of these Terms is deemed invalid by any court of competent jurisdiction, the invalidity of such provision will not affect the remaining provisions of these Terms, which will remain in full force and effect. Notwithstanding the above, if in the event of unenforceability of the universal Class Action Waiver, the entire arbitration agreement will be unenforceable.

of these Terms will be deemed a further or continuing waiver of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

### California Residents

The provider of the Services is Formagrid Inc. If you are a California resident, in accordance with Civil. Code §1789.3, you may report complaints to the Consumer Protection Division, Office of the Attorney General, Consumer Affairs Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Street, Sacramento, CA 95834, or by telephone at (800) 952-4000.

## 22.6. Contact

If you have any questions about these Terms, please contact us at [legal@airtable.com](mailto:legal@airtable.com).



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