# Mozilla Subscription Services | Terms of Service

Version 2.0, effective February 5, 2024

Mozilla Corporation offers various services to improve your privacy and security online, including Mozilla VPN and Firefox Relay (the "Services").

**Mozilla VPN** is a Virtual Private Network in partnership with <u>Mullvad</u>. It keeps your internet traffic private from your internet service provider 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.

**Firefox Relay** allows you to keep your primary email address and phone number safe and private by making masks for your email address and phone number that allow you to send and receive emails, calls, and texts without revealing your actual contact information.

**Mozilla Monitor** can monitor to see if any of your accounts have been in known data breaches. See <u>Mozilla Monitor Terms and Privacy</u>.

**Mozilla Monitor** scans to see if your passwords, phone numbers, or other personal information have been leaked in a known data breach, and helps you take steps to remove you data from data brokers.

Please read these Terms of Service carefully because they explain important information about your use of the Services.

## **Subscribing to Mozilla Services**

#### You'll Need A Mozilla Account

A Mozilla account is required to use the Services. 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**

The <u>Mozilla Subscription Services Privacy Notice</u> explains what information is sent when you use the Services 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.

#### **Your Payment**

**Payment.** We offer the Services as automatically renewing subscription services. 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(s) you sign up for. 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 the Services 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.

**Purchasing through Apple or Google App Stores.** If you purchased your subscription through in-app purchase from the Apple App Store or the Google Play Store, your payment is subject to the terms and conditions of the App Store. You must direct any billing and refund inquiries for such purchases to Apple or Google, as appropriate.

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

You may cancel your subscription to the Services at any time. You can do this by clicking the "Cancel Subscription" link in any email that we send you about the Services or by going to the <u>Subscriptions & Payments</u> section of your Mozilla account and clicking "Cancel." If you choose to cancel, autorenewal will stop, we will not charge you for any future payment periods, and you will lose access to the Services at the end of the current billing cycle.

### Mozilla VPN

We only offer Mozilla VPN as a paid subscription service.

### You Must Be Eligible

You must be in a country where the Service is available to download Mozilla VPN and use the Service. Currently, the Service is available in Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malaysia, Malta, the Netherlands, New Zealand, Poland, Portugal, Romania, Slovakia, Slovenia, Singapore, Spain, Sweden, Switzerland, the United Kingdom, and the United States.

#### Permissions Necessary to Provide Mozilla VPN

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.

**Your Use of the Service.** If you have a current, paid subscription to Mozilla VPN, Mozilla gives you permission to use the Mozilla VPN 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 Mozilla VPN. You can find more information about the data Mozilla and Mullvad process in the Mozilla Subscription Services Privacy Notice.

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

Your License to Use the Software. The Mozilla VPN software is made available to you under the terms of various open source licenses, including the Mozilla Public License.

# **Firefox Relay**

We offer Firefox Relay as either a free service or a paid subscription service. The phone number masking service is a partnership with Twilio.

### You Must Be Eligible

To use the paid subscription service, you must be in a country where Firefox Relay is available.

- Currently, the phone number masking service is only available in the United States and Canada.
- The email masking service is available in Austria, Belgium, Canada, Finland, France, Germany, Ireland, Italy, Malaysia, the Netherlands, New Zealand, Singapore, Spain, Sweden, Switzerland, the United Kingdom, and the United States.

### **Permissions Necessary to Provide Firefox Relay**

**Your Use of Relay.** If you have a current, paid subscription to Firefox Relay, Mozilla gives you permission to use it according to these Terms of Service. This permission is only for your personal use. You may not transfer, sublicense, resell, or commercially exploit Firefox Relay. You are solely responsible for the Content you transmit and the consequences.

You give Mozilla and Twilio all rights necessary to operate Firefox Relay, including processing your email address and phone number as well as sending and receiving the emails, phone calls, and text messages sent to and

from the masks you create. In the event that an email cannot be delivered to you, we will keep it on our servers and delete it after it has been delivered (in no event will we hold onto it for more than three days).

We store a log of the phone numbers you've contacted through Relay in order to show your call and text logs, send text replies and block phone numbers. Mozilla has set the Twilio service to delete its records of the text messages you send and receive through Firefox Relay after 7 days. We do not monitor or store the content of phone calls you make through Firefox Relay.

We do not read or store the content of any of your email messages for longer than it takes to deliver them to you. If you use the feature to block promotional emails, the Service will check email headers to determine whether the email should be blocked.

**Limits and Customization.** With the free service, you can create up to 5 random email masks and no phone number masks. With the paid subscription, you can create one phone number mask, an unlimited number of email masks, and you have the option to create a custom subdomain for your email masks.

Firefox Relay allows up to 50 minutes of phone calls and up to 75 SMS text messages (including sent and received) per month. Any further text messages will be deleted and any further phone calls will not go through. Firefox Relay does not support MMS messages. You may be charged your carrier's normal rates for phone minutes and text messages.

Once you choose a phone number mask, you cannot change it. Because you can only choose one phone number mask, you can only respond to the last text message you have received. Firefox Relay does not support sending text messages other than replying to the last text message you received.

Firefox Relay will only send email attachments up to 10 megabytes. Larger emails are deleted.

To learn more about how Firefox Relay works and the data that Mozilla and Twilio process, you can see Mozilla's <u>source code</u> and the <u>Mozilla Subscription Services Privacy Notice</u>.

### **Mozilla Monitor**

We offer Mozilla Monitor as either a free service or a paid subscription service. The free data breach notification service is a partnership with Have I Been Pwned ("HIBP"). The automated data deletion service is a partnership with OneRep to remove personal information published on publicly available online directories and other aggregators of information about individuals ("Data Broker Sites").

#### You Must Be Eligible

The free data breach notification service is available worldwide. Currently, the automated data broker deletion service is only available if you live in the United States.

### **Permissions Necessary to Provide Mozilla Monitor**

**Your Use of Monitor.** If you have a current, paid subscription to Mozilla Monitor, Mozilla gives you permission to use it according to these Terms of Service. This permission is only for your personal use. You may not transfer, sublicense, resell, or commercially exploit Mozilla Monitor. You are solely responsible for the Content you transmit and the consequences.

You give Mozilla, OneRep, and HIBP all rights necessary to operate Mozilla Monitor, including the right to:

- Use the information you have provided to us, including personally identifying information, to perform the Services;
- To perform scans of publicly known data breaches for the personal information you have provided to us for that purpose;
- Contact third parties, including Data Broker Sites, who publish your information about you;
- To create online accounts with Data Broker Sites in your name for the sole purpose of providing the Services to you (e.g. when it is required to set up an account with a Data Broker Site in order to send opt-out requests or take other actions to remove your information);
- To take the actions described above on your behalf.

You agree and assure Mozilla that: \* All information you provided will be accurate and truthful; \* You will not use or provide any fraudulent, misleading or inaccurate information; \* You will not impersonate any person nor misrepresent your identity or your affiliation with any person; \* Your use of the Services will comply with Mozilla's <u>Acceptable Use Policy</u>. \* You will not use the Services to infringe anyone's rights or violate any law.

Please note that it may take up to 2 months starting from receipt by us of complete information required to provide the Services for opt-out requests to be handled by Data Broker Sites.

**Limits.** You understand that the results of the Services are in direct correlation with the promptness and completeness of information provided by you to us. Although Mozilla Monitor and <a href="Have I Been Pwned">Have I Been Pwned</a>, strive to have current data, there is no guarantee that either will have complete or timely records of all public data breaches.

You also understand Mozilla does not control data brokers and therefore cannot guarantee that they will honor requests to delete data. To learn more about the data that Mozilla, HIBP, and OneRep process, you can see the Mozilla Subscription Services Privacy Notice.

# Other Important Things to Know

**Your Feedback and Suggestions.** If you give Mozilla any ideas, suggestions, or feedback about the Services, 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 Services 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.

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

- You also agree that your use of the Services will comply with Mozilla's Conditions of Use.
- You assure Mozilla that you will not use the Services 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 Services, 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 the Services, to the extent permitted by applicable law.
- Mozilla provides the Services "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 Services 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 Services and canceling your subscription. Mozilla can suspend or end anyone's access to the Services at any time for any reason, including if Mozilla decides to end the Services. 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 Services 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 Street 4th Floor San Francisco, CA 94105

legal-notices@mozilla.com