

Note: This is a reference copy of Zapier's Terms of Service from April 7, 2023. These Terms are now outdated and have been replaced with Zapier's current TOS available at: <https://zapier.com/legal/terms-of-service>.

Zapier Terms of Service

Update Notice: We updated the Zapier Terms of Service effective April 7, 2023. Your continued use of our Service automatically constitutes your acceptance of these updated Terms. You may review the prior version of the Zapier Terms of Service [here](#). These updated Terms completely replace all previous versions.

Thanks for using Zapier! Please read these Zapier Terms of Service (the "Terms") carefully. They govern your access to and use of Zapier's cloud-based automation technology services available at zapier.com after logging into your Zapier Account (as defined below), Zapier APIs and any updates, upgrades, modified versions, extensions, improvements, and derivative works of the foregoing (collectively, the "**Service**").

Zapier, Inc. is a Delaware corporation and in these Terms, we will reference ourselves as "**Zapier**" or "**we**"/"**us**".

"**You**" means the organization, business, or other legal entity ("**Organization**") for which you act. You represent and warrant that (i) you have full legal authority to bind the Organization to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the Organization. Your Organization is legally and financially responsible for your access to and use of the Service as well as for the use of your Service account by others affiliated with the Organization, including any employees, agents, or contractors. If you are accessing the Service for personal use only (i.e. not in connection with any organization, business, or other legal entity) as indicated by using a personal email to sign up for your Zapier Account, then all reference to "You" means you as an individual.

Definitions

- a. "**Acceptable Use Policy**" means Zapier's [Acceptable Use Policy](#) which is incorporated into these Terms.
- b. "**Account Information**" means information about your Zapier account and information that you and your Users provide to Zapier in connection with (1) the creation or administration of your Zapier account; or (2) Zapier's maintenance of your Zapier account or the Service. For example, Account Information includes names, usernames, passwords, email addresses, and billing information.
- c. "**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- d. "**DPA**" means Zapier's [Data Processing Addendum](#) for processing of Personal Information (as defined in the DPA).
- e. "**Documentation**" means Zapier provided user documentation relating to the Service found in our [help center](#), as may be updated by Zapier from time to time. Documentation does not include any content published on any other site, community, or pages.
- f. "**Early Access Release**" means any alpha, beta, developmental, test, experimental, and/or early-access features of the Service.
- g. "**Excluded Claims**" mean (1) any amounts owed by you under Fees; (2) your indemnification obligations in these Terms or your breach of Section 3(b); and (3) any claims that may not be capped or limited under applicable law.
- h. "**Feedback**" means feedback, comments, ideas, proposals, and suggestions for improvements, whether regarding the Service, an Early Access Release, or otherwise.

- i. "**Fees**" means the fees applicable to your use of the Service in accordance with the applicable package as set forth in our pricing notice included in the Service or on the Site.
- j. "**High-Risk Activities**" means activities where use or failure of the Service could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.
- k. "**Sensitive Personal Data**" means data subject to heightened privacy or security requirements by law or regulations, including, without limitation, any personal financial or medical information of any nature, or any sensitive personal information (e.g., government issued identification numbers, driver's license numbers, personal bank account numbers, passport or visa numbers, credit card numbers, passwords and security credentials).
- l. "**Subscription Term**" means the period during which you have agreed to subscribe to the Service.
- m. "**Supplemental Terms**" mean any additional terms presented to you at the time you sign up to access an Early Access Release.
- n. "**Third Party Login**" means your login credentials from a supported third party site or product which are integrated to allow you to access your Zapier Account.
- o. "**Third Party Services**" means any third party service, connection, site, platform, application, software or integration that interoperates with the Service.
- p. "**Usage Information**" means information and data, including metadata, relating to the provision, use, and performance of various aspects of the Service, Third Party Services integrations, and related systems and technologies, including information concerning your use of the various features and functionality of the Service and your Zapier Account, and analytics and statistical data derived therefrom.
- q. "**User Content**" means any data, information, or material originated by you that you transmit through the Service to your Zapier Account.
- r. "**Zapier Account**" means the account on the Service you register and open in order to access and use the Service.

1. Zapier Account Registration

- a. Account Registration and Use License. In order to access and use the Service, you must register for a Zapier Account. You must provide and maintain accurate, current, and complete Account Information. Upon your proper registering for a Zapier Account and subject to these Terms, Zapier hereby grants you a worldwide, non-exclusive, non-transferable, non-sublicensable right and license to use the Service during the applicable Subscription Term, solely for your own internal business purposes and in accordance with the Documentation.
- b. Eligibility. In order to open and maintain a Zapier Account, you hereby represent, warrant, and covenant that you have the legal capacity (including, without limitation, being of sufficient age) to enter into contracts under the law of the jurisdiction in which you reside.
- c. Credentials. To set up and use your Zapier Account, you may either (i) create a user ID and password to access your account; or (ii) use Third Party Login credentials from a supported third-party site. You are responsible for maintaining the confidentiality of your Zapier Account credentials. You agree to immediately notify Zapier of any suspected or actual unauthorized use of your Zapier Account. You agree that you are responsible and liable for all uses of the Service under your Zapier Account, including without limitation, compliance with all applicable laws, and regulations, and third-party terms. You further agree that Zapier will not be liable for any cost, loss, damages, or expenses arising out of a failure by you to maintain the security of your Zapier Account or your Third Party Login credentials.

2. Fees; Term and Termination

- a. Fees. Some Service features may only be accessed and used after payment of applicable Fees. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, ANY SERVICE PROVIDED DURING A FREE TRIAL PERIOD IS PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR INDEMNITIES. All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are solely responsible for payment of all such taxes, levies, or duties.
- b. Subscription Term and Auto-Renewal. Your Subscription Term begins once you register for your Zapier Account, and is the billing cycle that you selected for your Zapier Account. **UNLESS YOU DOWNGRADE OR CANCEL YOUR SUBSCRIPTION OF YOUR SUBSCRIPTION PRIOR TO EXPIRATION OF YOUR CURRENT SUBSCRIPTION TERM, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR ANOTHER SUBSCRIPTION TERM ON THE SAME PLAN AND FOR A PERIOD EQUAL TO YOUR THEN CURRENT SUBSCRIPTION TERM.** All renewals are subject to the applicable Service continuing to be offered, and will be subject to the then-current Fees applicable to the renewed Service.
- c. Cancellation and Termination by You. You can cancel any paid plan under your Zapier Account and downgrade to a free plan at any time by selecting the applicable plan in the settings link in your Zapier Account. You can also terminate your Zapier Account at any time by deleting your account following the steps included in the settings link in your Zapier Account. You expressly acknowledge that downgrading your Service may cause the loss of features or other capabilities of your Zapier Account, and that Zapier does not accept any liability for such loss. Unless you are on the Zapier free plan, Zapier will continue to bill you Fees and you will continue to be responsible for such Fees until Zapier has confirmed your cancellation or termination. The following do not constitute cancellation of a paid plan under or termination of your Zapier Account: (i) an email or phone request to cancel your Zapier Account; (ii) revoking or suspending any form of payment put on record with Zapier to pay your Zapier Account Fees; or (iii) any cancellation or termination confirmation from a party other than Zapier. Refunds, if applicable, are processed according to our refund policy.
- d. Termination and Suspension by Zapier. We reserve the right to terminate or suspend your Zapier Account and/or our Service to you at any time and for any reason upon notice to you. If we terminate or suspend your Zapier Account without cause, we will refund a prorated portion of your monthly prepayment. We will not refund or reimburse you if we terminate your Zapier Account for cause, including (without limitation) for a violation of these Terms or the Acceptable Use Policy.
- e. Effect of Termination. Once you terminate your Zapier Account, your User Content and Zapier Account will be deleted. If you do not log in to your Zapier Account or have any active Zaps for twenty-four (24) or more months, we reserve the right to designate your Zapier Account as "inactive" and delete the Zapier Account and/or all the data associated with it. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms. All sections of these Terms which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

3. Your Use of the Service and Restrictions

- a. Account and Use of Service. You may use your Zapier Account and the Service only (i) for lawful purposes; and (ii) in accordance with these Terms.
- b. Prohibited Use. You shall not use or access the Service in violation of the Acceptable Use Policy. In addition, you agree not to, directly or indirectly (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, or algorithms of the Service; (ii) modify, translate, or create derivative works based on the Service, or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iii) use or access the Service to build or support, and/or assist any third party in building or supporting, products, or services competitive to Zapier; (iv) remove any proprietary notices or labels from the Service; or (v) otherwise use the Service outside of the scope of the rights expressly granted herein. **You**

agree to use the Service a only for your own internal business operations, and not to transfer, distribute, sell, republish, resell, lease, sublease, license, sublicense, whitelist or assign the Service or use the Service for the operation of a service bureau or time-sharing service.

c. Your Use of The Service to Send Communications. You acknowledge that (i) you are exclusively responsible for and control the timing, content, and distribution of any telephonic or electronic communications made or initiated to any person or entity in connection with your use of the Service; and (ii) any such communications are made or initiated only as a result of your actions. You further warrant that all telephonic or electronic communications made or initiated in connection with your use of the Service comply with all applicable foreign and U.S. federal or state laws and regulations, including without limitation the Telephone Consumer Protection Act, before you make or initiate any telephonic or electronic communication through the Service.

d. Export Controls. You hereby represent, warrant, and covenant that (i) you understand and acknowledge that components of the Service may be subject to export, re-export, and import restrictions under applicable law; (ii) you will not use the Service in a manner that violates applicable U.S. export laws or U.S. Department of Commerce regulations; and (iii) you are not located in, under the control of, or a national or resident of any country against which the United States currently has sanctions.

e. Location of the Service. Zapier operates or controls the operation of the Service from a cloud service located in the United States. In addition, the Service and User Content may be accessed, mirrored, and/or managed from various locations outside the United States.

f. Early Access Program. From time to time, Zapier may, in its sole and exclusive discretion, allow you to access and use certain Early Access Releases, with your consent. In consideration for receiving access to an Early Access Release, you hereby agree to the following: (i) any feedback, analysis, suggestions, comments, bug reports, or test results that you provide to Zapier regarding such Early Access Release shall be deemed Feedback; (ii) information regarding an Early Access Release shared with you or generated from that Early Access Release, including without limitation, images or recordings of them constitutes Zapier's Confidential Information under Section 10 below; (iii) Early Access Releases may only be made available for a limited amount of time and should not be relied upon for any ongoing needs; (iv) Zapier may, in its sole and exclusive discretion, terminate or discontinue any Early Access Release and/or your specific access to such Early Access Release with or without advance notice; and (v) your participation in using any Early Access Release is solely at your own risk and that no other party, including without limitation, Zapier, shall have any liability to you in connection with or otherwise related to your use of Early Access Releases. Early Access Releases are made available on an "as is" basis, without warranty, representation or indemnification of any kind, express or implied, and Sections 8(a) and 8(d) below do not apply to Early Access Releases. Certain Early Access Releases may include Supplemental Terms which apply in addition to these Terms. In the event of a conflict between these Terms and the Supplemental Terms, the Supplemental Terms shall govern for that specific Early Access Release.

4. Our Security and Data Privacy Practices

a. Data Privacy. Zapier's Privacy Policy is hereby incorporated into and made a part of these Terms by this reference.

b. Data Processing Addendum. To the extent that Zapier processes any Personal Information (as defined in the DPA) contained in User Content subject to the Data Protection Legislation (as defined in the DPA), the DPA shall apply to such processing.

c. Security. We have implemented and maintain physical, technical, and administrative security measures designed to protect the Service and User Content from unauthorized access, destruction, use, modification, or disclosure.

d. Zapier Extended Team. The Zapier extended team, which include our employees, employees of our Affiliates, and our individual contractors may assist us in exercising our rights and performing our obligations under these Terms. The

Zapier extended team does not include any Third Party Services (defined below in Section 6) or their employees or contractors. We will be responsible for the Zapier extended team's compliance with our obligations under these Terms.

5. Terms that Apply to Your Data

- a. Your Data. You retain ownership of your User Content, including User Content from your accounts with Third Party Services that passes through the Service. By transmitting User Content through the Service, you hereby grant Zapier a worldwide, non-exclusive, and limited term license to access, use, process, copy, store, distribute, perform, transmit, export, and display User Content and to access your Zapier Account, as reasonably necessary: (i) to provide, maintain, operate, and update the Service and to provide technical support for the Service; (ii) to prevent or address service, security, support, or technical issues; or (iii) as required by law. If your Zapier Account has owners, administrative, or super administrative users, you understand and agree that such users may be able to access, modify, and/or delete (as applicable) your User Content, and other data contained in your Zapier Account, as described in the Documentation.
- b. Your Compliance Obligations. You shall be solely responsible for the accuracy, quality, content, and legality of User Content, and any actions triggered by User Content. You represent and warrant that (i) you have obtained all necessary rights, releases, and permissions to transmit User Content through the Service and for any actions triggered by User Content on the Service, and to otherwise use, process, and/or store User Content on the Service used or stored; and (ii) User Content, and its transmission, processing, storage, and use as you authorize in these Terms or through your Zapier Account will not violate any laws or regulations, these Terms, or the terms of any applicable Third Party Service.
- c. No High-Risk Activities or Prohibited Sensitive Personal Data. You may not access or use the Service for any High-Risk Activities or to upload or transmit any Sensitive Personal Data. We have no liability under these Terms for any High-Risk Activities or Sensitive Personal Data in violation of the foregoing.
- d. Enforcement. We reserve the right, but do not undertake the obligation, to monitor the Service, investigate, and take appropriate action against any party that uses the Service in violation of applicable law or these Terms, including but not limited to, the right to remove, or delete any User Content. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions could endanger the operation of the Service or other users, we may suspend your access or remove your User Data immediately without notice. We have no liability to you for accepting, removing, or deleting your User Content.

6. Proprietary Rights and Improving the Service

- a. Zapier Service. The Service is made available on a limited access basis, and no ownership rights to the Service are being conveyed to you. We and our licensors have and retain all right, title, and interest, including all intellectual property rights, in and to the Service, including all modifications, updates, upgrades, extensions, components, and all derivative works to the Service. All our rights not expressly granted under these Terms are hereby retained.
- b. Feedback. Zapier welcomes Feedback. If you provide Feedback, we may use it without restriction or compensation to you.
- c. Improving the Service. Notwithstanding anything to the contrary set forth herein or otherwise, Zapier has the right (but not the obligation) to collect, analyze, and use Usage Information to operate, enhance, and improve the Service, for model training, to develop new products or services, and otherwise in connection with its business.
- d. Trademarks. ZAPIER, ZAP, ZAPCONNECT, the ZAPIER logo, and all Zapier product names are trademarks and/or services marks of Zapier and third party logos and product names are trademarks and/or service marks of third parties. Nothing in these Terms shall be construed as granting any license or right to use any Zapier or third party trademark without the applicable prior written consent of Zapier or the owner of the third party trademark. You hereby grant Zapier the right to identify you as a customer of Zapier and to use your logos and/or trademarks for that purpose.

7. Third Party Services

a. Integrations with Third Party Services. The Service may contain links to and integrations with Third Party Services. Zapier provides such links to and integrations solely as a convenience, has no responsibility for the content or availability of such Third Party Services, and does not endorse such Third Party Services (or any products or other services associated therewith). Access to any Third Party Services linked to the Service is at your own risk, and Zapier is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made by, on, or through such Third Party Services. Your use of any Third Party Services is subject to the terms applicable to such Third Party Service. You may not post a link that directs users to any content or information that would constitute a violation of these Terms or any terms applicable to such Third Party Service.

b. Linking to Third Party Services. You acknowledge and agree that your Account Information and Usage Information regarding your use of a Third Party Service integration through your Zapier Account may be shared with that Third Party Service. We may also share your User Content with a specific Third Party Service which you linked to your Zapier Account in order to prevent or resolve service, security, support, or technical issues related to that Third Party Service.

8. Service Warranty; Indemnification

a. Service Warranty. If you are a paying subscriber to the Service, Zapier warrants to you that we will provide the Service during the Subscription Term substantially as described in the Documentation under normal use. In the event of any breach of this warranty, your exclusive remedy will be our reperformance of the deficient Service or, if we cannot reperform such deficient Service as warranted, you may terminate your Zapier Account as set forth above and we will refund a prorated portion of your prepayment. You must notify us in writing of any warranty deficiency within ten (10) days from receipt of the deficient Service in order to receive the foregoing warranty remedy.

b. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY ABOVE, THE SERVICE IS PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ZAPIER MAKES NO WARRANTY THAT THE SERVICE IS COMPLETE, SUITABLE FOR YOUR PURPOSE, RELIABLE, USEFUL, OR ACCURATE. ON BEHALF OF ITSELF AND ITS LICENSORS, ZAPIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY, OR OTHER WARRANTIES WITH RESPECT TO THE SERVICE OR THE AVAILABILITY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE ENTIRE RISK AS TO RESULTS OBTAINED THROUGH USE OF THE SERVICE RESTS WITH YOU. ZAPIER AND ITS LICENSORS WILL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY MATERIAL CONTAINED ON THE SERVICE. ZAPIER MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABILITY OF THE SERVICE WILL BE UNINTERRUPTED, THAT THE SERVICE WILL BE ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

c. Your Indemnification Obligations. You hereby irrevocably agree to indemnify, defend, and hold Zapier, its affiliates, directors, officers, employees, and agents harmless from and against any and all loss, costs, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to any claim arising from or related to (i) your breach or alleged breach of these Terms and/or (ii) your User Content.

d. Zapier's Indemnification Obligations. If you are a paying subscriber to the Service, Zapier will defend you against any third party claim brought against you alleging that the use of such paid Service as permitted hereunder infringes any trade secret, United States patent, copyright, or trademark right of a third party, and Zapier shall pay all costs and damages finally awarded against you by a court of competent jurisdiction as a result of any such claim; provided that you (i) promptly give written notice thereof to Zapier; (ii) give Zapier sole control of the defense and settlement of the claim; and (iii) provide to Zapier all reasonable assistance. The foregoing shall not apply to any claim based upon or arising

from (a) any use of the Service outside the scope of these Terms or Acceptable Use Policy; (b) User Content; or (c) a combination of the Service with any content or other technology not provided by Zapier.

If Zapier reasonably believes that the Service may infringe upon a third party's intellectual property rights, then Zapier may, at its sole option and expense (1) obtain a license that permits you to continue using the Service; (2) modify the Service to make the Service non-infringing without materially reducing its functionality; or (3) replace the Service with a non-infringing, functionally similar alternative. If none of the foregoing are commercially reasonable, in Zapier's sole discretion, Zapier may terminate the applicable Service and issue you a pro-rata refund of Fees for a Service not provided.

e. Sole Rights and Obligations. Without affecting either party's termination rights, this Section 8 states the parties' sole and exclusive remedy under these Terms for any third-party allegations and claims covered by this section.

9. LIMITATION OF LIABILITY

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED HEREIN), NEITHER PARTY NOR THEIR LICENSORS (AND IN THE CASE OF ZAPIER, ANY ZAPIER EXTENDED TEAM) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR FOR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR (B) AMOUNTS IN THE AGGREGATE THAT EXCEED THE ACTUAL FEES PAID BY YOU TO ZAPIER DURING YOUR CURRENT PLAN TERM.

b. The parties agree that the waivers and limitations specified in this Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

10. Confidential Information

a. Confidential Information. Each party ("Disclosing Party") may disclose Confidential Information to the other party ("Receiving Party") in connection with the Service. "Confidential Information" is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, as well as non-public business, product, product roadmap, technology, and marketing information. If something is labeled "Confidential," that is a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

b. Protection and Use of Confidential Information. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, and contractors who need to know such information in connection with the Service, provided, they are bound to confidentiality obligations at least as restrictive as those in these Terms; and (ii) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Service and these Terms. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, such advisors are bound to confidentiality obligations at least as restrictive as those in these Terms.

c. Compelled Access or Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

11. Notices

a. Zapier Notice to You. Zapier may provide you with notices through the Service portal, or by electronic mail to your e-mail address on record in your Zapier Account. You are responsible for ensuring that your contact information is both current and accurate in your Zapier Account.

b. Your Notice to Zapier. If you have a dispute with Zapier, wish to provide a notice under these Terms, or become subject to insolvency or other similar legal proceedings, you must promptly send written notice to Zapier at:

Zapier, Inc.,

548 Market St. #62411

San Francisco, CA 94104-5401

Attn: Legal

12. Modifications to Terms

Zapier may revise these Terms from time to time by posting a modified version of the Terms including their effective date. If we make material changes to the Terms, we will provide you with reasonable notice prior to the new Terms taking effect. By continuing to access or use the Service after the posting of any modified Terms, you agree to be bound by such modified Terms.

13. General

a. Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

b. Assignment. Neither party may assign or delegate any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign these Terms in their entirety, without the other party's consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

c. Severability; Waiver. If any provision of these Terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under these Terms.

d. No Third Party Beneficiaries. These Terms are intended to be and are solely for the benefit of Zapier and you, and do not create any right in favor of any third party.

e. Governing Law; Jurisdiction. These Terms will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. All disputes arising out of or relating to these Terms will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in San Francisco, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

f. Entire Agreement. These Terms and the policies or terms expressly referenced and incorporated into these Terms constitute the entire agreement and understanding between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by you to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. These Terms supersede all prior or contemporaneous discussions, proposals, and agreements between you and Zapier relating to the subject matter hereof.