

Zapier Enterprise Agreement

Note: Customers can find answers to many questions about Zapier's Enterprise Agreement on Zapier's separate [Enterprise Agreement FAQ page](#).

Posted Date: August 16, 2024

Effective Date: August 30, 2024 for Customers with signed new or renewal Order Forms linking to this Agreement dated on or after August 30, 2024.

Prior Version: For current Customers with Order Forms linking to this Agreement dated prior to August 30, 2024, the prior version of the Enterprise Agreement available [here](#), remains in effect until renewal.

The Zapier Enterprise Agreement ("**Agreement**") governs Customer's access to and use of the Service for Customers who have expressly agreed to this Agreement through signing a Zapier Order Form linking to or referencing this Agreement. If Customer downgrades its Zapier Account to any plan other than the one identified on the Zapier Order Form Customer signed, this Agreement will no longer apply, and Zapier's standard [Terms of Service](#) shall automatically apply to Customer's Zapier Account and use of the Service from the effective date of such downgrade. Other than due to such downgrade, this Agreement applies to Customer's use of the Service even if Customer subsequently agrees to Zapier's standard Terms of Service during any add-on purchase, renewal, or sign-up process.

Definitions

- a. "**Acceptable Use Policy**" means Zapier's [Acceptable Use Policy](#), which is incorporated into this Agreement.
- b. "**Account Information**" means information about Customer's Zapier account and information that Customer and its users provide to Zapier in connection with (i) the creation or administration of Customer's Zapier account; or (ii) Zapier's maintenance of Customer's Zapier account or the Service. For example, Account Information includes names, usernames, passwords, email addresses, and billing information.
- c. "**Affiliate**" means an entity controlled, controlling, or under common control with a party, where control means at least 50% ownership or power to direct an entity's management.
- d. "**Beta Release**" means any alpha, beta, developmental, test, experimental, preview, or early-access releases of the Service or other Zapier products or services. Any of the preceding terms on a feature, product, or program constitutes notice of Beta Release status.
- e. "**Customer**" means the company or other legal entity, which is accepting this Agreement.
- f. "**Customer Content**" means any information, content, or materials that Customer submits through the Service to Customer's Zapier Account, including from Third-Party Services.
- g. "**DPA**" means Zapier's [Data Processing Addendum](#) for processing of Personal Information (as defined in the DPA).
- h. "**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 page.
- i. "**Effective Date**" means the date of the last signature on the Order Form that links to or references this Agreement.
- j. "**Excluded Claims**" means (i) any amounts owed by Customer under Fees; (ii) Customer's breach of Section 4(b); (iii) either party's express indemnification obligations in Section 9; and (iv) any claims that may not be capped or limited under applicable law.
- k. "**Feedback**" means feedback, comments, ideas, proposals, and suggestions for improvements, along with associated context, whether regarding the Service, a Beta Release, or any other products, services, or business of Zapier.
- l. "**Fees**" means the fees applicable to Customer's use of the Service in accordance with the applicable package as set forth in an Order Form, or as otherwise included in our pricing notice included in the Service or on Zapier's website.
- m. "**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.
- n. "**Order Form**" means a Zapier quote or order document that links to or references this Agreement.
- o. "**Service**" means Zapier's cloud-based automation technology services available after logging into Customer's Zapier Account (as defined below), Zapier APIs, and any updates, upgrades, modified versions, extensions, improvements, and derivative works of the foregoing.

- p. **"Sensitive Personal Data"** means (i) patient, medical, or other protected health information, including those regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (ii) credit, debit, bank account or other financial account numbers; (iii) social security numbers, driver's license numbers, or other government ID numbers; and (iv) special categories of personal data enumerated in the European Union General Data Protection Regulations ("**GDPR**").
- q. **"Subscription Term"** means the period specified on the Order Form during which Customer has agreed to subscribe to the Service, including all applicable renewal periods.
- r. **"Supplemental Terms"** mean any additional terms presented to Customer upon signing up for or first accessing a Beta Release.
- s. **"Taxes"** means any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to the Services, whether domestic or foreign.
- t. **"Third-Party Login"** means Customer's login credentials from a supported third-party site or product, which are integrated to allow Customer to access Customer's Zapier Account.
- u. **"Third-Party Services"** means any third-party service, connection, site, platform, application, software, or integration that interoperates with the Service.
- v. **"Usage Information"** means analytics 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 Customer's use of the various features and functionality of the Service and Customer's Zapier Account, and analytics derived therefrom, and configuration data, including field mapping/naming, actions, steps, and structures of products and functionalities.
- w. **"Zapier"** means Zapier, Inc., a Delaware corporation.
- x. **"Zapier Account"** means the account on the Service Customer registers and opens in order to access and use the Service.
- y. **"Zapier AI Functions"** mean products or features of the Service that utilize artificial intelligence, machine learning, or similar technologies.

1. Service and Zapier Account

- a. Service and Account Registration: Subject to this Agreement, Zapier will make the Service available during the applicable Subscription Term, solely for Customer's own internal business purposes and in accordance with the Documentation. In order to access and use the Service, Customer must register for a Zapier Account, provide and maintain accurate, current, and complete Account Information.
- b. Support: During the Subscription Term, Zapier will provide the support associated with the purchased plan as described on the [Zapier Support Page](#).
- c. Users: Customer may permit users to use the Service on its behalf ("**Users**"). Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Service, and for their compliance with this Agreement.
- d. Credentials and Administrative Controls:
- (i) Customer is responsible for maintaining the confidentiality of Customer's Zapier Account credentials, including all Users' credentials. Customer agrees to immediately notify Zapier of any suspected or actual unauthorized use of Customer's Zapier Account. Customer will be responsible and liable for all uses of the Service under Customer's Zapier Account, including without limitation, compliance with all applicable laws, regulations, and third-party terms. Customer further agrees that Zapier will not be liable for any cost, loss, damages, or expenses arising out of a failure by Customer to maintain the security of Customer's Zapier Account or Customer's Third-Party Login credentials.
- (ii) For enterprise-level accounts on the Service, certain administrative features are available for each owner and/or administrator, including the abilities to: (a) accept or remove Users, and (b) access, modify, and/or delete Customer Content, including Customer Content submitted by Users, as further described in the Documentation.

2. Fees and Taxes

- a. Fees: Customer will pay the Fees specified in the Order Form. Unless the Order Form states otherwise, all amounts are due within 30 days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All payment obligations are non-cancelable and Fees and expenses are non-refundable except as expressly set out in this Agreement or as required by applicable law.
- b. Future Functionality: Customer agrees that its purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Zapier regarding future functionality or features.
- c. Taxes: Customer is responsible for any Taxes other than Zapier's income tax. Fees and expenses are exclusive of Taxes, levies, or duties. If Zapier has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Zapier will invoice Customer, and Customer will pay that amount unless Customer provides Zapier with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Term and Termination

- a. Subscription Term and Auto-Renewal: Unless otherwise stated in the applicable Order Form, Customer's subscription to the Service will automatically renew for another Subscription Term on the same plan (or if no longer available, a successor plan) and for a period equal to Customer's then-current Subscription Term. Customer may elect not to auto-renew by providing notice to receivables@zapier.com at least fifteen

(15) days prior to the renewal date. All renewals are subject to the applicable Service and plan continuing to be offered and will be subject to the then-current Fees applicable to the renewed Service.

b. **Termination:** Customer or Zapier may terminate this Agreement (and all applicable Order Form(s) governed by this Agreement) if the other party: (i) materially breaches this Agreement and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach; (ii) ceases operation without a successor; or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within sixty (60) days.

c. **Effect of Termination:** Once Customer deletes Customer's Zapier Account, neither Customer's Zapier Account nor any Customer Content can be restored or recovered in any way. 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 this Agreement. All sections of this Agreement 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.

d. **Suspension:** Zapier may suspend Customer's access to the Service due to a Suspension Event, but where practicable will give Customer prior notice. Zapier is not required to give prior notice in exigent circumstances or to avoid material harm or violation of law. Once the Suspension Event is resolved, Zapier will restore Customer's access to the Service. "**Suspension Event**" means (i) Customer's account is 30 days or more overdue, (ii) Customer is in breach of Section 4 (Usage Rules) or Section 5(d) (Customer Responsibilities) of this Agreement, or (iii) Customer's use of the Service risks material harm to the Service.

e. **Data Export & Deletion:** During the Subscription Term, Customer may export Customer Content from the Service as described in the Documentation. Customer Content is retained in the Service and then deleted according to [Zapier's Data Retention and Deletion Schedule](#). Notwithstanding the foregoing, Customer Content and Confidential Information may be retained in accordance with standard backup or record retention policies or as required by law, subject to Section 11 (Confidentiality) and the DPA.

4. Usage Rules

a. **Account and Use of Service:** Customer may use its Zapier Account and the Service only (i) for its own internal business purposes; (ii) for lawful purposes; and (iii) in accordance with this Agreement, the Documentation, and the Acceptable Use Policy. Zapier reserves the right to monitor the Service, investigate, and take appropriate action against any party that uses the Service in violation of applicable law or this Agreement, including but not limited to, the right to remove, or delete any Customer Content without notice.

b. **Restrictions:** Customer will not and will not permit anyone else to: (i) sell, sublicense, distribute, transfer, or rent the Service (in whole or part), grant non-users access to the Service or use the Service to provide a hosted or managed service to others; (ii) reverse engineer, decompile or seek to access the source code of the Service, except to the extent these restrictions are prohibited by law and then only upon advance notice to Zapier; (iii) copy, modify, create derivative works of or remove proprietary notices from the Service; (iv) conduct security or vulnerability tests of the Service, interfere with its operation or circumvent its access restrictions; (v) use the Service to develop a product or Service competitive to Zapier; or (vi) otherwise use the Service outside of the scope of the rights expressly granted herein.

c. **Prohibited Use:** Customer (i) will not use the Service for High-Risk Activities; (ii) will not submit Sensitive Personal Data to the Service; and (iii) acknowledges that the Service is not designed for and Zapier has no liability for use prohibited in this Section.

d. **Customer's Use of the Service to Send Communications:** Customer acknowledges that, if using the Service to send telephonic or electronic communications, (i) Customer is exclusively responsible for and controls the timing, content, and distribution of any telephonic or electronic communications made or initiated to any person or entity in connection with Customer's use of the Service; and (ii) any such communications are made or initiated only as a result of Customer's actions. Customer further warrants that all telephonic or electronic communications made or initiated in connection with Customer's 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 Customer makes or initiates any telephonic or electronic communication through the Service.

e. **Export Controls:** Customer hereby represents, warrants, and covenants that: (i) Customer understands and acknowledges that components of the Service may be subject to export, re-export, and import restrictions under applicable law; (ii) Customer will not use the Service in a manner that violates applicable U.S. export laws or U.S. Department of Commerce regulations; and (iii) Customer is not located in, under the control of, or a national or resident of any country against which the United States currently has sanctions.

5. Data and Security

a. **Security:** Zapier has implemented and maintains physical, technical, and administrative security measures designed to protect the Service and Customer Content from unauthorized access, destruction, use, modification, or disclosure. These security measures are further described in the Annex to the DPA. Customer is responsible for properly configuring and using the Service in a manner that provides for the security of its Zapier Account and Customer Content.

b. **Data Processing Addendum:** To the extent that Zapier processes any Personal Information (as defined in the DPA) contained in Customer Content subject to the Data Protection Legislation (as defined in the DPA), the [DPA](#) shall apply to such processing. To the extent that Zapier processes any personal data subject to the GDPR, Customer is the data exporter and Zapier is the data importer.

c. **Ownership of Customer Content:** Customer retains ownership of Customer Content, including Customer Content from Customer's accounts with Third-Party Services that is transmitted, processed, and/or stored through the Service. By transmitting, processing, and/or storing Customer Content through the Service, Customer hereby grants Zapier a worldwide, non-exclusive, and limited-term license to access, use, process, copy, store, distribute, perform, transmit, export, and display Customer Content and to access Customer's Zapier Account, as reasonably necessary: (i)

to provide, maintain, operate, improve, and update the Service and to provide support for the Service; (ii) to prevent or address service, security, support, or technical issues; or (iii) as required by law.

d. Customer Responsibilities: Customer shall be solely responsible for the accuracy, quality, content, and legality of Customer Content, and any actions triggered by Customer Content. Customer represents and warrants that: (i) Customer has obtained all necessary rights, releases, and permissions to transmit Customer Content through the Service and for any actions triggered by Customer Content on the Service, and to otherwise use, process, and/or store Customer Content on the Service used or stored; and (ii) Customer Content, and its transmission, processing, storage, and use as Customer authorizes in this Agreement or through Customer's Zapier Account will not violate any laws or regulations, this Agreement, or the terms of any applicable Third-Party Service.

6. Proprietary Rights and Improving the Service

a. Reserved Rights: Each party retains all rights not expressly granted under this Agreement. Except for Zapier's express rights in this Agreement, Customer retains all intellectual property in Customer Content provided to Zapier. The Service is made available on a limited access basis, and no ownership rights are conveyed to Customer. Notwithstanding anything to the contrary in this Agreement, Zapier 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, Usage Information, and all derivative works to the Service and to the Documentation.

b. Improvements: If Customer provides Feedback, Zapier may use it without restriction or compensation. Notwithstanding anything to the contrary set forth herein or otherwise, Zapier may collect, analyze, and use Usage Information to operate, enhance, improve, and develop Zapier products or services, including through model training, and otherwise in connection with our business.

7. Third-Party Services

Customer may enable integrations or exchange Customer Content with Third-Party Services. Customer's use of a Third-Party Service is governed by its agreement with such relevant Third-Party Service, not this Agreement. Customer is solely responsible for that Third-Party Service having access to Customer's data, including Customer Content, and connections contained therein, and for any actions that the Third-Party Service may take on behalf of Customer's Zapier Account or Customer Content. Customer acknowledges and agrees that its Account Information and Usage Information regarding its use of a Third-Party Service with the Service may be shared with that Third-Party Service. Zapier may also share Customer Content with a specific Third-Party Service that Customer linked to its Zapier Account in order to prevent or address service, security, support, or technical issues related to that Third-Party Service. Zapier does not endorse any Third-Party Services (or any products or other services associated therewith) and is not responsible for Third-Party Services.

8. Warranties

a. Mutual Warranties: Each party represents and warrants that: (i) it has the legal power and authority to enter into this Agreement; and (ii) it will use industry-standard measures to avoid introducing viruses, malicious code, or similar harmful materials into the Service.

b. Additional Service Warranties: Zapier warrants that: the Service will perform materially as described in the Documentation, and Zapier will not materially decrease the overall functionality of the Service during a Subscription Term (the "**Performance Warranty**"). Zapier will use reasonable efforts to correct a verified breach of the Performance Warranty reported by Customer. If Zapier fails to do so within thirty (30) days after Customer's warranty report ("**Fix Period**"), then either party may terminate the Order as relates to the non-conforming Service, in which case Zapier will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term for the Performance Warranty. To receive these remedies, Customer must report a breach of warranty in reasonable detail within thirty (30) days after discovering the issue in the Service ("**Claim Period**"). These procedures are Customer's exclusive remedies and Zapier's sole liability for breach of the Performance Warranty.

c. Disclaimers: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED STRICTLY ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ZAPIER'S WARRANTIES IN THIS AGREEMENT DO NOT APPLY TO ISSUES ARISING FROM THIRD-PARTY SERVICES OF MISUSE OR UNAUTHORIZED MODIFICATIONS OF THE SERVICE. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

9. Indemnification

a. Indemnification by Zapier: Zapier, at its own cost, will defend Customer from and against any Zapier-Covered Claims and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Zapier resulting from the Zapier-Covered Claims. "**Zapier-Covered Claim**" means a third-party claim, demand, suit, or proceeding alleging that when used by Customer as authorized in this Agreement, the Service infringes or misappropriates a third party's United States patent, copyright, trade secret, or trademark right.

b. Indemnification by Customer: Customer, at its own cost, will defend Zapier from and against any Customer-Covered Claims and will indemnify and hold harmless Zapier from and against any damages or costs awarded against Zapier (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims. "**Customer-Covered Claim**" means a third-party claim, demand, suit, or proceeding arising from (i) Customer's use of the Service in an unlawful manner or in violation of this Agreement, or (ii) Customer Content, or Customer's use of Customer Content with the Service.

c. **Procedures:** The indemnifying party's obligations in this Section 9 are subject to receiving from the indemnified party: (i) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (ii) the exclusive right to control the claim's investigation, defense, and settlement and (iii) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Service when Zapier is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

d. **Mitigation:** In response to an infringement or misappropriation claim, if required by settlement or injunction or as Zapier determines necessary to avoid material liability, Zapier may: (i) procure rights for Customer's continued use of the Service, (ii) replace or modify the allegedly infringing portion of the Service to avoid infringement, without reducing the Service's overall functionality, or (iii) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

e. **Exceptions:** Zapier's obligations in this Section 9 do not apply to claims resulting from (i) any modification or unauthorized use of the Service, or (ii) use of the Service in combination with items not provided by Zapier, including Third-Party Services.

f. **Exclusive Remedy:** **This Section 9 sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 9.**

10. Limitation of Liability

a. **Limitation of Liability:** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY NOR THEIR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY AMOUNTS IN THE AGGREGATE THAT EXCEED THE ACTUAL FEES PAID BY CUSTOMER TO ZAPIER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

b. **Consequential Damages:** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY NOR THEIR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR 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. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

c. **Form of Action:** The parties agree that the waivers and limitations specified in this Section 10 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 this Agreement is found to have failed of its essential purpose.

11. 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 this Agreement; and (ii) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Service and this Agreement. 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 this Agreement.

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.

12. Additional Terms

a. **Zapier Extended Team:** Zapier will be responsible for the performance of its workforce and its affiliates' workforce and their compliance with Zapier's obligations under this Agreement. For the avoidance of doubt, Zapier's extended team does not include any Third-Party Services (defined in Section 7) or their personnel.

b. **Zapier AI Functions:**

(i) From time to time, Zapier may include Zapier AI Functions as part of the Service. "Input" means all information that Customer submits to Zapier AI Functions. "Output" means information generated and returned by Zapier AI Functions based on the Input, provided, Output specifically excludes the Service, Third-Party Services, Documentation, and Usage Information. As between the parties and to the extent permitted by applicable law, Inputs and Outputs are deemed to be Customer Content. Other users providing similar Input to Zapier AI Functions may receive the same or similar Output.

(ii) CUSTOMER UNDERSTANDS AND AGREES THAT ANY INFORMATION OBTAINED THROUGH USING ZAPIER AI FUNCTIONS IS AT CUSTOMER'S SOLE RISK. DO NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING. DO NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR CODE IN OUTPUT WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR CUSTOMER'S NEEDS. ZAPIER OFFERS NO WARRANTY OR INDEMNITY FOR ANY OUTPUTS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT OBTAINED BY CUSTOMER FROM ZAPIER OR THROUGH ZAPIER AI FUNCTIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(iii) Customer may not use Zapier AI Functions or Output: (1) to develop foundation models or other large-scale models that compete with Zapier or the Zapier AI Functions; (2) to mislead any person that Output from the Service was solely human-generated; (3) in a manner that violates any technical documentation, usage guidelines, or parameters; (4) to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision; or (5) in a manner that infringes, violates, or misappropriates any of our rights or the rights of any third party.

(iv) So long as Customer remains subscribed to the Enterprise Plan, Zapier will not use any Customer Content to model train any Zapier AI products, including Zapier AI Functions.

c. Beta Release: Zapier may offer optional Beta Releases. Either party may terminate Customer's use of Beta Releases at any time and for any reason. Beta Releases may be inoperable, incomplete, or include features never released. **Notwithstanding anything else in this Agreement, Zapier offers no warranty, indemnity, or support for Beta Releases.** Information regarding a private Beta Release shared with Customer constitutes Zapier's Confidential Information under Section 11 above. Certain Beta Releases may include supplemental terms that apply in addition to this Agreement. In the event of a conflict between this Agreement and the Supplemental Terms, the Supplemental Terms shall govern for that specific Beta Release.

d. Government Rights: To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 and DFARS 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

13. Notices

Except as set out in this Agreement, notices, requests, and approvals under this Agreement must be in writing via email and will be deemed given upon delivery. For notices to Zapier: legal@zapier.com. For notices to Customer: Customer's email address on record in Customer's Zapier Account. Zapier may also send operational notices through the Service.

14. Publicity

Zapier may (a) identify Customer and use Customer's logo and trademarks on Zapier's website and in marketing materials, and (b) publish a case study about Customer's use of Zapier subject to Customer's review and approval of the content. Customer hereby grants Zapier a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Zapier during the Subscription Term.

15. Modifications to this Agreement

As the Service evolves, Zapier may change this Agreement. If Zapier makes a material change to this Agreement, Zapier will provide Customer with reasonable notice prior to the change taking effect by emailing the email address associated with Customer's Zapier Account. The materially revised Agreement will become effective on the date set forth in the notice, unless Customer emails legal@zapier.com that Customer does not agree to the revised Agreement, in which case, the version in place immediately before the revised Agreement will remain in effect until the renewal date of the then-current Subscription Term. If Customer accesses or uses the Service after that renewal date, that use will constitute Customer's acceptance of the revised Agreement. Customer may review the most current version of the Agreement at any time by visiting this page.

16. General

a. Force Majeure: Neither Zapier nor Customer 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 this Agreement, 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 this Agreement in its 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. Insurance: During the Subscription Term and for six (6) months after, Zapier will carry commercial insurance policies. Upon request, Zapier will provide Customer with a certificate of insurance evidencing its insurance policies.

d. Operational Changes: With notice to Customer, Zapier may modify the Services or the Documentation to reflect new features or changing practices, but the modifications may not be retroactive and must comply with 8(b) of this Agreement (Additional Service Warranties).

e. Severability; Waiver: If any provision of this Agreement 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 this Agreement.

f. No Third-Party Beneficiaries: This Agreement does not create any right in favor of any third party.

g. Governing Law; Jurisdiction: This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in Wilmington, Delaware, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

h. Entire Agreement: This Agreement and the policies or terms expressly referenced and incorporated into this Agreement constitute the entire agreement and understanding between the parties concerning the subject matter hereof. Any different or additional terms that may be contained in (i) the form of purchase order, (ii) vendor registration form or registration portal, or (iii) other document used by Customer to place orders or otherwise effect transactions hereunder (excluding as applicable a Zapier order form), which such terms are hereby rejected and shall not be considered an amendment to this Agreement. This Agreement supersedes all prior or contemporaneous discussions, proposals, and agreements between Customer and Zapier relating to the subject matter hereof.