Terms of Use

July 2, 2013

**Summary**

This top section is a summary of the terms below. It is provided as an aid to your understanding - but be sure to read the entire document, because when you agree to it, you are indicating you accept all of it, not just this summary:

* You must be at least 18 years old to have an account on the Marketplace or have your parent consent and supervise your use of the Marketplace.
* Our use of your data will be in accordance with our [Firefox Marketplace Privacy Policy](https://marketplace.firefox.com/privacy-policy). Apps or Add-ons provided by others may have their own privacy policy.
* Developers (not Mozilla) are solely responsible for each App or Add-on, including providing you with support.
* Don’t do anything illegal or that could hurt us or others.
* We’re not responsible for your use of the Firefox Marketplace or the actions of other users, including Developers.
* You’ll be responsible for your use or misuse of the Firefox Marketplace, Apps or Add-ons.

**Introduction**

At Mozilla, we are committed to promoting choice and innovation on the web.  That’s why we created the Firefox Marketplace – a publicly available market that allows developers to distribute their Apps or Add-ons to users for use on any device that can access the open web.

Your use of the Firefox Marketplace is subject to the terms and conditions of this Terms of Use as well as the related Firefox Marketplace policies referred to in these Terms or in the Firefox Marketplace (we will refer to these collectively as the “Terms”).

**Eligibility**

By using the Firefox Marketplace, you agree that you are at least 18 years old or are acting with the consent and supervision of your parent; and you have full power, capacity, and authority to accept these Terms on behalf of yourself, or if applicable, your employer or other entity that you represent.

**Modifications to the Terms**

We reserve the right to change these Terms at our sole discretion, and if we do make material changes, we will notify you of those changes prior to those terms coming into effect.

**Definitions**

When we use the word “Developers”, we mean third party developers who make their Marketplace Content available through the Firefox Marketplace.

You can install Add-ons or Apps (together, “Marketplace Content”) through the Firefox Marketplace:

* “Add-ons” are extensions, themes, search providers, dictionaries, and language packs that allow you to extend the functionality of the Firefox browser.
* “Apps” are applications written using open web technologies that can run on multiple platforms.
* Some Apps and Add-ons may be purchased from developers through the Firefox Marketplace (each, a “Purchased” App or Add-on and together, “Purchased Content”).

**Marketplace Content**

Each Developer, not Mozilla (except where we develop our own Apps or Add-ons), is solely responsible for their Add-ons and Apps.

**Purchased Content**

The Firefox Marketplace uses Mozilla [Persona](https://persona.org) to tie your Purchased Content to your account. You won’t be able to use any Purchased Content without logging in with your Persona account. If you delete your Persona account, you may lose your Purchased Content. Developers may offer products and services that require you to log in or authenticate using additional credentials aside from Persona.

By purchasing Purchased Content, you agree not to intentionally circumvent any authentication mechanism. We may stop providing access to the Firefox Marketplace or suspend your access to Purchased Content if we believe that you have violated these terms.

**Refunds & Support**

Unless otherwise noted, the Marketplace Content listed in the Firefox Marketplace is developed and sold by third-party Developers, not Mozilla. For this reason, any support requests you have that are related to Marketplace Content have to be made to the Developer of that Marketplace Content. To request support for Marketplace Content you have purchased, please contact the Developer of that Marketplace content through that Marketplace Content’s listing page.

You can also request support from the mobile network operator on which you are accessing the Firefox Marketplace (a list of Firefox OS carrier support websites are available [here](https://support.mozilla.org/en-US/kb/firefoxos-carrier-support-contact-information)). For information on the Firefox Marketplace as well as articles about commonly asked questions, please visit the Mozilla Firefox OS support site [here](https://support.mozilla.org/en-US/kb/what-firefox-marketplace).

If your Purchased Content is defective, contains malware, is unavailable or otherwise does not perform as stated, you may request a refund [here](https://support.mozilla.org/en-US/questions/marketplace/refund) within 10 days of purchase.

**Additional Terms regarding Marketplace Content**

To the extent some of the content on the Firefox Marketplace are covered by separate terms (such as an end user license agreement, an open source license and/or a terms of use for Marketplace Content from a Developer), you agree to comply with such terms.  You can find the terms under which Marketplace Content is being distributed on the information page of that piece of Marketplace Content.

**Privacy**

You will be required to provide information about yourself (such as identification or contact details) to us as part of your registration for and use of the Firefox Marketplace. We will handle your information as we describe in the [Firefox Marketplace Privacy Policy](https://marketplace.firefox.com/privacy-policy).

 The [Firefox Marketplace Privacy Policy](https://marketplace.firefox.com/privacy-policy) applies to the Firefox Marketplace but does not cover any Marketplace Content. You should check the privacy policy of a piece of Marketplace Content to discover the privacy practices concerning such Marketplace Content and be comfortable with them before purchasing, installing or using that Marketplace Content.

If you believe that a Developer is not adhering to the [Firefox Marketplace Developer Agreement](https://marketplace.firefox.com/developers/docs/policies/agreement) or these Firefox Marketplace Terms of Use, please let us know through the “Report Abuse” link for the relevant Market Content and we will investigate your request and take action as we think appropriate.

**Your Submissions**

You may upload comments, profile pictures and other content as a part of the features of the Firefox Marketplace (“Your Submissions”). For clarity, if you are a Developer, “Your Submissions” don’t include any Apps or Add-ons that you upload to the Firefox Marketplace – terms regarding Apps or Add-ons you upload are covered by the [Firefox Marketplace Developer Agreement](https://marketplace.firefox.com/developers/docs/policies/agreement). By uploading Your Submissions, you hereby grant us a non-exclusive, worldwide, royalty free license to use Your Submissions in connection with the provision and promotion of the Firefox Marketplace. You represent and warrant that Your Submissions will not infringe the rights of any third party and will comply with our [Marketplace Review Criteria](https://developer.mozilla.org/en-US/Apps/Publishing/Marketplace_review_criteria).

**Digital Millennium Copyright Act Notice**

If you are a copyright owner or an agent of a copyright owner and believe that content available by means of one of Mozilla’s websites infringes one or more of your copyrights, please immediately notify Mozilla's Copyright Agent by means of emailed, mailed, or faxed notice ("DMCA Notice") and include the information described below. You can review 17 U.S.C. § 512(c)(3) of the Digital Millennium Copyright Act for authoritative detail, or consult your own attorney if you need assistance. If Mozilla takes action in response to a DMCA Notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by such party to Mozilla. You may be held liable for damages based on certain material misrepresentations contained in a DMCA Notice. Thus, if you are not sure content located on or linked to by the website infringes your copyright, you should consider first contacting an attorney.

All DMCA Notices should include the following:

1. A signature, electronic or physical, of the owner, or a person authorized to act on behalf of the owner, of an exclusive copyright right that is being infringed;
2. An identification of the copyrighted work or works that you claim have been infringed;
3. A description of the nature and location of the material that you claim to infringe your copyright, in sufficient detail to permit Mozilla to find and positively identify that content, including the URL where it is located;
4. Your name, address, telephone number, and email address where we can contact you; and
5. A statement by you: **(i)** that you believe in good faith that the use of the material that you claim infringes your copyright is not authorized by law, or by the copyright owner or such owner's agent; and, **(ii)** that all of the information contained in your DMCA Notice is accurate, and under penalty of perjury, that you are either the owner of, or a person authorized to act on behalf an owner of, the exclusive copyright right that is being infringed.

Mozilla's designated Copyright Agent to receive notifications of claimed infringement is as follows:

*Office of the General Counsel
Mozilla Corporation
650 Castro Street, Suite 300
Mountain View, CA 94041
Email: dmcanotice at mozilla dot com
Phone Number: 650-903-0800
Fax: 650-903-0875*

If you fail to comply with all of the requirements of a DMCA notice, Mozilla may not act upon your notice.

Mozilla will terminate a user's account if, under appropriate circumstances, they are determined to be a repeat infringer.

The contact information provided above also applies to notices that are based on non-U.S. copyrights or trademarks.

Only DMCA Notices, Trademark Notices (which are defined below), and international copyright or trademark notices should go to the copyright agent.

Please be advised that any DMCA Notices sent to Mozilla may be sent to third parties (including the accused) and posted on the Internet (including at <http://www.chillingeffects.org/>).

**Trademark Notices**

If you are a trademark owner or an agent of a trademark owner and believe that content available by means of one of Mozilla’s websites infringes one or more of your trademarks, please immediately notify Mozilla's Copyright Agent by means of emailed, mailed, or faxed notice ("Trademark Notice") and include the information described above for DMCA notices. Mozilla handles notices it receives of trademark violations via a process very similar to the DMCA Notice process that is described above for copyrights. In addition to the DMCA Notice requirements, Mozilla requires that the entire Trademark Notice be made by the trademark owner (or her agent) under penalty of perjury.

**Export**

Some of the content you may download through the Firefox Marketplace may have legal restrictions on its export. You agree to comply with all applicable export and re-export control laws and regulations and you confirm that you are not prohibited from receiving exports and services under US or other export laws.

**General Representation and Warranty**

You represent and warrant that your use of the Firefox Marketplace will be in accordance with these Terms, with any applicable laws and regulations, and with any other applicable policy or terms and conditions. For example, if you decide to become a Developer yourself, you must agree to the [Firefox Marketplace Developer Agreement](https://marketplace.firefox.com/developers/docs/policies/agreement).

**Release and Indemnification**

You release Mozilla, its officers, employees, agents and successors from claims, demands and damages of every kind or nature arising out of or related to any disputes with other users, including Developers.

You agree to defend, indemnify and hold harmless Mozilla, its contractors and its licensors, and their respective directors, officers, employees and agents from and against any and all third party claims and expenses, including attorneys' fees, arising out of your use of the Firefox Marketplace and Marketplace Content, including but not limited to out of your violation of any representation or warranty contained in these Terms.

**Term; Termination**

The Terms will continue to apply until terminated by either you or Mozilla.

You may end your legal agreement with Mozilla regarding the Firefox Marketplace at any time for any reason by deactivating your accounts and discontinuing your use of the Firefox Marketplace. You do not need to specifically inform Mozilla when you stop using the Firefox Marketplace. If you stop using the Firefox Marketplace without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity.

We may suspend or terminate your accounts or cease providing you with all or part of the Firefox Marketplace at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Firefox Marketplace to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Firefox Marketplace, except that the following sections shall continue to apply: Release and Indemnification, Disclaimer; Limitation of Liability, Governing Law, Miscellaneous.

In addition, Mozilla may stop (permanently or temporarily) providing the Firefox Marketplace (or any of its features) to you or to users generally and may not be able to provide you with prior notice.

**Disclaimer; Limitation of Liability**

For clarity, as used in this section, “Content” includes, without limitation, “Marketplace Content”.

EXCEPT AS OTHERWISE EXPRESSLY STATED, INCLUDING BUT NOT LIMITED TO IN A LICENSE OR OTHER AGREEMENT GOVERNING THE USE OF SPECIFIC CONTENT, ALL CONTENT LOCATED AT OR AVAILABLE FROM THE FIREFOX MARKETPLACE IS PROVIDED "AS IS," AND MOZILLA, ITS CONTRACTORS AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, MOZILLA, ITS CONTRACTORS AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY THAT CONTENT LOCATED ON THE FIREFOX MARKETPLACE IS FREE FROM ERROR OR SUITABLE FOR ANY PURPOSE; NOR THAT THE USE OF SUCH CONTENT WILL NOT INFRINGE ANY THIRD PARTY COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT THROUGH MOZILLA'S WEBSITES AT YOUR OWN DISCRETION AND RISK, AND THAT MOZILLA, ITS CONTRACTORS AND ITS LICENSORS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH CONTENT.

EXCEPT AS OTHERWISE EXPRESSLY STATED, INCLUDING BUT NOT LIMITED TO IN A LICENSE OR OTHER AGREEMENT GOVERNING THE USE OF SPECIFIC CONTENT, IN NO EVENT WILL MOZILLA, ITS CONTRACTORS OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RESULTING FROM ANY USE OF THE FIREFOX MARKETPLACE, OR THE CONTENTS THEREOF OR OF ANY HYPERLINKED WEB SITE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHERWISE, EVEN IF MOZILLA, ITS CONTRACTORS OR ITS LICENSORS WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Governing Law**

These Terms shall be governed by the laws of the State of California without regard to conflict of law principles. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and shall not apply to this Agreement or any transactions hereunder. You agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for the purpose of litigating any claims or disputes.

**Miscellaneous**

You may not assign your rights or delegate its obligations under these Terms.  These Terms are not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. Our relationship is that of independent contractors:  these Terms shall not be construed to create a joint venture or partnership between the parties.  Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof.  These Terms supersede, and govern, any other prior or collateral agreements with respect to the subject matter hereof. If any provision of these Terms are held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of these Terms, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect.  The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same.  No waiver by either party of the breach of any term or covenant contained in these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant contained in these Terms.