

Firefox Sync Services (formerly known as Weave) Terms of Service

May 21, 2010

These Terms of Service cover both the Firefox Sync Services and Firefox Home, which utilizes the Firefox Sync Services. Firefox Sync Services utilize Mozilla on-line hosted services ("Services"), which are provided by the Mozilla Corporation ("Mozilla") and made available to you subject to the terms below. If you do not agree to these terms please do not use the Services. It is important that you take the time to read these terms carefully.

If you do not want to use the Services, you should disable or un-install the Firefox Sync Add-on by going to the "Tools" menu in Firefox, click on "Add-ons," select Firefox Sync, and click "Disable" or "Uninstall."

1. Use of Services.

1.1 Mozilla permits you to use the Services via the Firefox Sync Add-on subject to these terms. Mozilla may discontinue or change the Services at its discretion and without notice or liability.

1.2 You may use the Services only for purposes that are permitted by (i) the Terms and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

1.3 You may not access (or attempt to access) any of the Services by any means other than through the Mozilla Firefox browsers distributed by or authorized by Mozilla, the Firefox Sync Add-on, or other API that is authorized and provided by Mozilla, unless you have been specifically allowed to do so in writing by Mozilla. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).

1.4 You agree not to engage in any activity that interferes with or disrupts the Services (or the servers and networks that are connected to the Services).

1.5. You agree not to trade or resell the Services for any purpose, unless you have been specifically permitted to do so in writing by Mozilla.

1.6 You acknowledge that User Content may be sent outside your country of residence.

1.7 You agree that you will not have more than one (1) Services account at any given time. You will only access your account and the associated User Content that you have been authorized to access through the Services.

1.8 Mozilla reserves the right, without notice or liability, to: (i) delete any User Content or any portion thereof that may violate these terms or any Mozilla policy; (ii) remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to Mozilla's systems; (iii) terminate repeat infringers' use of the Services; and (iv) manage the Services in a manner designed to protect the rights and property of Mozilla and others and to facilitate the proper functioning of the Services.

2. Proprietary Rights.

2.1 Mozilla and its licensors, reserve all intellectual property rights in the Services, except for the rights expressly granted in this Agreement. Nothing in this Agreement shall be construed to limit any rights granted under open source licenses applicable to corresponding source and object code versions of the Firefox Sync Add-on.

2.2 As between you and Mozilla, you own and retain any rights you already hold in User Content that you submit, post or display on or through the Services. By submitting, posting or displaying the User Content you give Mozilla a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to store, transmit, reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute User Content for the sole purpose of providing the Services to you. "User Content" means digital content provided by you that is stored on, manipulated and/or transmitted to or from Mozilla's servers by means of your use of the Service (including but not limited to bookmarks, preferences, passwords).

2.3 Unless you have agreed otherwise in writing with Mozilla, nothing in the Terms gives you a right to use any of Mozilla's copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

2.4. Mozilla may rely on third party agents or its corporate affiliates to provide the Services, which shall at all times be subject to our [Privacy Policy](#). You agree that this license includes a right for Mozilla to make such User Content available to other companies, organizations or individuals with whom Mozilla has relationships for the provision of the Services, and to use such User Content in connection with the provision of those services.

2.5 You understand and agree that Mozilla, in performing the required technical steps to provide the Services, may (i) transmit or distribute your User Content over various public networks and in various media; and (ii) make such changes to User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, services or media.

2.6 There are many opportunities within the Services for you to actively participate. In the process of doing so, you may provide certain comments, suggestions, data, or other

information to Mozilla. Mozilla shall have the right to retain and use any such information in current or future products or services.

3. Updates to the Terms. Mozilla reserves the right to change these terms at any time, which modification shall be effective immediately upon posting to the Services. Your continued use of the Services after the effective date of such changes constitutes your acceptance of such changes. To make your review more convenient, we will post an effective date at the top of this page. These terms may not be modified or cancelled without Mozilla's written agreement.

4. Disclaimer of Warranty. The Services are provided "as is" with all faults. To the extent permitted by law, Mozilla, its distributors, contributors, and licensors hereby disclaim all warranties, whether express or implied, including without limitation warranties that the Services are free of defects, merchantable, fit for a particular purpose and non-infringing. You bear the entire risk as to selecting the Services for your purposes and as to the quality and performance of the Services. This limitation will apply notwithstanding the failure of essential purpose of any remedy. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so this disclaimer may not apply to you.

5. Limitation of Liability. Except as required by law, Mozilla, its distributors, contributors, and licensors, will not be liable for any indirect, special, incidental, consequential or exemplary damages arising out of or in any way relating to this Agreement or the use of or inability to use the Firefox Sync Add-on or the Services, including without limitation damages for loss of goodwill, work stoppage, lost profits, loss of data, and computer failure or malfunction, even if advised of the possibility of such damages and regardless of the theory (contract, tort or otherwise) upon which such claim is based. Mozilla, its distributors, contributors, and licensors' collective liability under this Agreement will not exceed \$500 (five hundred dollars). Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so this exclusion and limitation may not apply to you.

6. Third Party Services or Software. Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, these terms do not affect your legal relationship with these other companies or individuals.

7. Miscellaneous. This Agreement constitutes the entire Agreement between Mozilla and you concerning the Services. These terms are governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions. If any portion of these terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect. In the event of a conflict between a translated version of these terms and the English language version, the English language version shall control.