

Thanks for choosing Firefox Sync!

Terms of Service - Overview

- The Firefox Sync Services from Mozilla allow you to synchronize information stored in your Firefox browser such as your bookmarks, saved passwords, browsing history, preferences, and open browser tabs, between the various devices on which you have installed Firefox or Firefox Home (such as home computer, work computer, and cell phone).
- The Firefox Identity Services allow you to verify to a requesting website that you are the owner of a certain email address.
- These Terms of Service just apply to the syncing and identity services we provide. The client software provided by Mozilla that interacts with the sync service is governed by the [Mozilla Public License](http://www.mozilla.org/MPL), located at <http://www.mozilla.org/MPL>
- The data you sync is your data and remains your data.
- If you use client software from Mozilla to access the Firefox Sync Service, your data is encrypted and we can't see it.
- You may cancel the service and delete your encrypted data and user name and password stored on our servers (note that this doesn't include data stored in our weblogs).
- Mozilla provides APIs that allow third parties to develop software to access the Firefox Sync Service as well. Mozilla is not responsible for third party software.
- The Firefox Sync Service is provided "as is" and there are no warranties of any kind.
- There are significant limits on Mozilla's liability for any damages arising from your use of the Services.

Terms of Service

Acceptance

These Terms of Service ("TOS") govern your use of the Firefox Sync and the Firefox Identity Services (the "Services"). By registering for and/or using the Services you are agreeing to abide by the terms and conditions described below.

Use of the Services

To use the Services you must first register. During registration you will need to provide your email address and create a username and password (collectively "Account Data"). These will be sent to Mozilla's servers using secured technology to encrypt them during transit. Your password will be stored on our servers in an encrypted form called a hash. This form of encryption disguises your password on the server, but still allows us to authenticate you when you sign into the Services. In order to use the Sync Services, you will also create a secret phrase. The secret phrase is stored on your computer and is not sent to Mozilla.

If you choose to verify an email address as part of the Identity Services, you will provide us an email address and then we will send you a confirmation email to the email address. When we receive a response from that email account, we will store that verification and email you that the verification was successful.

After that, if you are logged into the Identity Services and visit a site that would like to verify your identity, you will be asked if you want to do so and you may select which of your verified email addresses you would like to use to verify your identity for that site. We will then issue an identity verification to the requesting website. The verification will confirm that this user has access to the specified email address. Please note that the requesting site will often store your email address and may use it for purposes other than identity verification (you will need to check their privacy policy for details).

If your account is compromised, such as if your device is stolen, then that other party will be able to provide identity verifications on your email accounts.

You may use the Services only for purposes that are permitted by (i) the TOS and (ii) the laws and regulations in your state and country and any other laws and regulations that apply to your use of the Services (including any laws regarding the export of data or software to and from the United States or other relevant countries).

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),
- trade or resell the Services for any purpose, unless you have been specifically permitted to do so in writing by Mozilla, or
- access (or attempt to access) the Services by any means other than the official Mozilla-branded software (Firefox Sync and Firefox Home, referred to in this document as “Firefox Clients”) or third party software that utilizes APIs authorized and provided by Mozilla (“Third Party Clients”), unless you have been specifically allowed to do so in writing by Mozilla.

Your Acknowledgments

You acknowledge and agree that Mozilla has no responsibility for Third Party Clients and that you are solely responsible for your use of them.

- Mozilla does not represent or imply that it endorses any Third Party Clients nor that it believes the operation of any Third Party Clients will be accurate, useful, or non-harmful.
- Third Party Clients may have technical inaccuracies, may cause mistakes or errors, and may transmit, store, or otherwise manipulate data in a manner that you find objectionable. You are responsible for taking precautions to protect yourself and your computer systems in connection with the use of Third Party Clients.

- Third Party Clients may be subject to additional terms and separate privacy policies and practices. Mozilla's privacy policy(ies) shall not apply with respect to data stored on, manipulated, or transmitted to or from Mozilla's servers by means of your use of Third Party Clients.

You also acknowledge and agree that:

- you will only use the Services to access your own account and User Data (defined below).
- User Data may be sent outside your country of residence.
- Mozilla has the right to manage the Services to protect the rights and property of Mozilla and others and to facilitate the proper functioning of the Services, including disabling your account.
- You will not use the Identity Services for any purpose where an accurate verification of identity has critical or life-threatening consequences or has other significant or financial consequences such as in the context of financial services, banking, education, immigration, taxes, or other government functions, or healthcare.
- Mozilla may discontinue or change the Services at its discretion without liability. If we discontinue or change the Services, we will announce it through Mozilla's usual channels for such announcements such as blog posts and forums.

Proprietary Rights

Mozilla does not grant you any intellectual property rights in the Services that are not specifically stated in this TOS. For example, this TOS does not provide the right to use any of Mozilla's copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

The Firefox Clients are distributed under and subject to the current version of the [Mozilla Public License](http://www.mozilla.org/MPL), located at <http://www.mozilla.org/MPL>.

"User Data" is the digital content stored on, manipulated, or transmitted to and from Mozilla's servers by means of your use of the Services. Examples of User Data include your browsing history, form history, bookmarks, saved passwords, preferences, and open tabs. You own your User Data but you give Mozilla and its designated agents a license to store, transmit, reproduce, modify, encrypt, and otherwise manipulate it as necessary to provide the Services.

Transmission of User Data

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

networks, devices, services, or media. Provided you are using a Firefox Client, during any such transmission, your User Data and Account Data will be sent via SSL.

Canceling the Services

You can discontinue use of the Services at any time. In order to completely cease use of the Services we recommend you remove your Firefox Client or disconnect from the Services, as applicable, and remove your User Data from our servers. Here's how:

1.
 - a. If you installed the Firefox Sync Add-on, go to the "Tools" menu in Firefox, click on "Add-ons," select "Firefox Sync," and click "Uninstall."
 - b. If Firefox Sync came pre-installed with your Firefox browser, go to the "Tools" menu, highlight "Sync," and click "Disconnect."
 - c. If you installed the Firefox Home app on your iPhone, delete the application by following the instructions provided by Apple.
2. After doing the above, go to <https://services.mozilla.com/delete-account/>, and submit the form to request deletion of your Account Data and User Data from our servers (other than weblogs).

Third Party Client Developers

If you are a Third Party Client developer: (i) you acknowledge that you will need to install and use a local version of the Firefox Sync server for multiple account testing and (ii) you agree (a) to maintain and link to (including on websites from which your Third Party Client may be downloaded) a separate, conspicuous, and reasonably detailed privacy policy detailing how data collected or transmitted by your Third Party Client is managed and protected; (b) that your Third Party Client will only store data in encrypted form on the Firefox Sync servers operated by Mozilla; (c) that you and your Third Party Client will use the Firefox Sync APIs solely for their intended purpose; (d) that your Third Party Client will not hide or mask its identity as it uses the Services or Firefox Sync APIs, including by failing to follow required identification conventions; and (e) that you and your Third Party Client will not use the Firefox Sync APIs for any application or service that replicates or attempts to replicate the Services or Firefox Sync experience unless such use is non-confusing (by non-confusing, we mean that people should always know with whom they are dealing and where the information or software they are downloading came from). You may not imply, either directly or by omission, that your Third Party Client is produced or endorsed by Mozilla. By providing access to the Firefox Sync APIs, Mozilla is not granting you a license to any of our trademarks.

Updates to the Terms

Mozilla may update this TOS from time to time, for example to address a new feature of the Services or to clarify a provision. The updated TOS will be posted on the Firefox Sync website. If the changes are substantive, we will announce the update through Mozilla's usual channels for such announcements such as blog posts and forums. 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.

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, including without limitation the risk that your User Data is deleted or corrupted or that someone else uses your username and password to access confirmations of your identity. 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.

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 TOS or the use of or inability to use 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. The collective liability of Mozilla, its distributors, contributors, and licensors 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.

Miscellaneous

This TOS constitutes the entire agreement between you and Mozilla Corporation ("Mozilla" or we) concerning the Services. These terms are governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. 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.