**Developer Agreement**

May 2, 2013

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:

1. You must be at least 18 to be a Developer of Marketplace Content or have your parent consent, supervise and interact with our services on your behalf.
2. You must comply with all applicable terms and policies, including guidelines around privacy and content.
3. We can remove your Marketplace Content from the Firefox Marketplace if we find it harmful or objectionable or if you violate our policies or these Terms.
4. You are solely responsible for your Marketplace Content, which means you’re responsible for export regulations, compliance with laws, refunds and support. If you sell your Marketplace Content, you are also responsible for taxes, pricing, and refunds. If you use our integrated payment system, the integrated payment processors may agree to take on sale/VAT, refunds and other payment associated issues for you.
5. Don’t do anything illegal or that could hurt us or others.
6. We’re not responsible for your use of the Firefox Marketplace, your Marketplace Content, or the actions of other users, including other developers.
7. You’ll be responsible for your Marketplace Content and your use or misuse of the Firefox Marketplace.

**Introduction**

Mozilla Corporation (“Mozilla”, “us” or “we”) is committed to promoting choice and innovation on the web.  To this end, we created the “Firefox Marketplace” – a publicly available website allowing you to distribute your Marketplace Content to users for use on their devices.

**Definitions**

As a Developer, you can distribute 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.

**Terms Governing Your Use of Firefox Marketplace**

As a developer, you are welcome to use the Firefox Marketplace to facilitate the distribution of your Marketplace Content.  Your use of the Firefox Marketplace is subject to the terms and conditions of this Developer Agreement, the Firefox Marketplace [Terms of Use](https://marketplace.mozilla.org/terms-of-use) as well as the related Firefox Marketplace policies referred to in this agreement as well as posted in the Firefox Marketplace (collectively, the “Terms”).

**Acceptance of Terms**

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.

As we innovate and introduce new features for the Firefox Marketplace, these Terms may need to change.  We reserve the right to change these Terms at our sole discretion and if we make material changes, we will provide you notice.

**Firefox Marketplace Privacy Policy**

You will be required to provide information about yourself (such as identification or contact details) as part of your registration for and use of the Firefox Marketplace as a Developer. Integrated payment processors may also require you to provide them with payment information and you agree that any payment information provided to payment providers will always be accurate, correct and up to date. We will handle your information as we describe in the Firefox Marketplace [Privacy Policy](https://marketplace.firefox.com/privacy-policy).

**Management of Firefox Marketplace**

As between you and Mozilla, you are solely responsible for your Marketplace Content. Because we need to be able to manage the Firefox Marketplace (including preventing abuse), the inclusion and display of any Marketplace Content in the Firefox Marketplace is at Mozilla’s sole discretion. Mozilla or its community may at any time review or test any of your Marketplace Content for compliance with these Terms and any other applicable policies, contractual obligations, laws, or regulations.

While you may be able to specify which country store you’d like to distribute your content, you acknowledge that the Firefox Marketplace is designed to be accessed on any devices that can run open web technology and does not currently allow the selection of delivery of Apps to specific devices.

**Payments**

You may choose to provide your Marketplace Content for free.

If you would like to charge a fee for your Marketplace Content, you can do so by either using your own payment processing system or using the Firefox Marketplace’s integrated payment processing system. In either case, Mozilla does not take on any merchant of record or other obligations with respect to your Marketplace Content.

If you use the Firefox Marketplace integrated payment processing system, you will need to sign up for a payment account with the applicable integrated payment processor. As used here, a “payment account” means an account issued by an integrated payment processor to you pursuant to a separate agreement between you and that integrated payment processor, which authorizes the integrated payment processor to collect and remit payments on the your behalf for Marketplace Content sold via the Firefox Marketplace. Our payment processing system may offer you different payment processors in different jurisdictions - a list of integrated payment processors and their standard terms are available here. [list of payment processors + Bango agreement] When you use an integrated payment processor, to the extent necessary for that payment processor to provide you with services, you authorize us to share your information with that integrated payment processor.

If you sell your Marketplace Content, you are also responsible for taxes (including sales tax/VAT), pricing, refunds and any other payment obligations. If you use the integrated payment system, the integrated payment processor may agree to take on sale/VAT, merchant of record, refunds and other payment associated issues for you. The fees you charge, refunds, sales/VAT taxes you owe and other payment related issues are solely between you, that payment processor and the purchasers of your Marketplace Content.

If you use your own payment processing system, you or your payment processor will be the merchant of record for the sale of your Marketplace Content, depending on your relationship with your payment processor.

If you use the Firefox Marketplace’s integrated payment system, you will be charged a fee for every purchase. You can find our current fee schedule at <https://developer.mozilla.org/en-US/docs/Apps/Marketplace_Payments>. We reserve the right to modify the fees from time to time at our sole discretion.

**Taxes**

Since you, not Mozilla, are selling your Marketplace Content, you are responsible for determining whether charging a fee to a user for downloading Marketplace Content is taxable and the applicable tax rate.   Additionally, you are responsible for remitting taxes to the appropriate taxing authority based on the transaction. The integrated payment processors may provide services to determine and remit sales and/or VAT taxes on your behalf. Mozilla does not have any tax obligations to you with respect to any Marketplace Content, including without limitation obligations to track and process payments, authenticate paid or previously paid downloads, maintain payment records, or pay, report, or charge sales, use or excise taxes. Please see Mozilla’s [Tax FAQ](https://developer.mozilla.org/en-US/docs/Apps/Marketplace_Payments/Tax_FAQ) for more information and make sure to consult your attorney or tax board to determine whether you need to collect and remit taxes.

**Refunds**

You are responsible for any refunds, chargebacks or other payments back to a purchaser of your Marketplace Content in order to comply with applicable law. Additionally, if you use the Firefox Marketplace integrated payment processing system, you hereby consent to the following:

a. You hereby authorize Mozilla and our partners to give the buyer a full refund of the Marketplace Content price on your behalf if the buyer requests the refund within 30 minutes after purchase or longer (if required by applicable law). After such period, refund requests may be approved or rejected depending on their justification.  Refunds may be made after the 30 minute refund period your Content is determined to be defective, contain malware, is in violation of our policies (including our marketplace review criteria) [link to https://developer.mozilla.org/en-US/docs/Apps/Marketplace\_review\_criteria], is unavailable or does not perform as stated; and

b. Mozilla may investigate and determine appropriate action for abnormal volumes of refund requests for a particular piece of Marketplace Content to ensure its quality and listing accuracy.

**Support**

You are solely responsible for providing reasonable technical support to end users and you will make appropriate support contact information available (including by displaying it in each Marketplace Content’s detail page) for customer support purposes. Failure to provide adequate support for your Marketplace Content(s) may result in low Marketplace Content ratings, less prominent Marketplace Content exposure, low sales, billing disputes, and even suspension or removal from the Firefox Marketplace.

**Privacy-Related Obligations**

You agree to provide end users with a legally adequate privacy notice that accurately describes any collection, use or disclosure of information provided by end users. All Apps are required to have a privacy policy. Add-ons are required to have a privacy policy if any information about the user or usage of an Add-on is collected or transmitted outside of the user’s device on which the Add-on is installed. You represent and warrant that any information you are provided from Mozilla about users will be used solely in accordance with a user’s consent and your privacy policy.

You agree to ensure that any advertising presented to end users of your Marketplace Content complies with all requirements of these Terms. For example, (i) embedded advertising and your use of data derived from such advertising must comply with applicable law; (ii) embedded advertising must not contain any “spyware,” “malware” or harmful code and must not cause injury to any person or damage to any property; and (iii) you must provide meaningful notice and choice for any tracking that leads to you or third parties tailoring advertisements or promotions to users.

**Marketing Your App in Firefox Marketplace**

You are responsible for uploading your Marketplace Content to the Firefox Marketplace, providing accurate Marketplace Content product and service information to users regarding the features and functionality of your Marketplace Content, and accurately disclosing the security permissions and user data necessary for the Marketplace Content to function on user devices. If any product or service information is inaccurate or needs to be updated or modified, you agree to promptly make such updates or modifications.  Unless you and Mozilla have a written agreement stating otherwise, your Marketplace Content shall not imply in any way that it is produced or endorsed by Mozilla.

**Content Restrictions**

Any Marketplace Content you distribute in the Firefox Marketplace must adhere to Mozilla’s content and other policies for developers. You can find our current policies here: <https://developer.mozilla.org/en-US/docs/Apps/Marketplace_Review>.

**Persona and Marketplace Content**

Persona [link: persona.org] is Mozilla’s login system. Some Marketplace Content uses Persona for authentication. We will provide you with receipts for purchases of your Marketplace Content by users.

**App Ratings & Statistics**

Firefox Marketplace allows end users who install Marketplace Content to rate that Marketplace Content and provide commentary. Mozilla may provide aggregate statistics regarding your Marketplace Content usage to you. A subset of this information may be used to determine the placement of Marketplace Content in the Firefox Marketplace and may be displayed publicly in the Firefox Marketplace and through our APIs. While Mozilla will have access to this data, certain features of the Firefox Marketplace allow you to keep some of the raw statistics private from other developers and users.

**Withdrawals, Takedowns and Termination**

**Removal by You**

You may remove any of your Marketplace Content from future distribution via the Firefox Marketplace at any time, but you must comply with these Terms and your agreement with your end users. You agree that removing Marketplace Content from future distribution via the Firefox Marketplace does not (a) affect the license rights of users who have previously purchased or downloaded the Marketplace Content, (b) remove your Marketplace Content from user machines, hardware, or other devices, or from any part of the Firefox Marketplace where previously downloaded applications are stored on behalf of users (if any), or (c) change your obligation to deliver or support such Marketplace Content or services that have been previously purchased or downloaded by users.

Mozilla will not maintain on any portion of the Firefox Marketplace any Marketplace Content that you have removed from the Firefox Marketplace and provided written notice to Mozilla that such removal was due to (i) an allegation of infringement, or actual infringement, of any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person, (ii) an allegation of defamation or actual defamation, (iii) an allegation of violation, or actual violation, of any third party's right of publicity or privacy, or (iv) an allegation or determination that such Marketplace Content does not comply with applicable law. If your Marketplace Content is removed from the Firefox Marketplace because of infringement, defamation, violation of publicity or privacy rights or applicable law as described above, you will refund to each end user who purchased such Marketplace Content in the 60 days preceding the date of takedown, the amount paid by such end user for such affected Marketplace Content.

If you remove all your Marketplace Content from the Firefox Marketplace, you may terminate these Terms by providing Mozilla with 30 days prior written notice of such termination. All of your obligations under these Terms related to your Marketplace Content shall survive any termination of these Terms, including your obligation with respect to outstanding refunds, any representations and warranties as well as indemnification to Mozilla.

**Mozilla Takedowns**

Mozilla has the right (though not the obligation) to, in Mozilla’s sole discretion, remove any content that, in Mozilla’s reasonable opinion, violates any Mozilla policy or is in any way harmful or objectionable.

Without limiting the foregoing, if Mozilla is notified by you or otherwise becomes aware and determines in its sole and reasonable discretion that any Marketplace Content or any portion thereof (including without limitation any trademark, logo or other brand feature associated with such Marketplace Content): (a) violates our [marketplace review criteria] [link to https://developer.mozilla.org/en-US/docs/Apps/Marketplace\_review\_criteria] or other Firefox Marketplace policy; (b) may create liability for Mozilla or anyone else; or (c) violates these Terms, Mozilla may prevent the Marketplace Content from being made available in the Firefox Marketplace, remove the Marketplace Content from the Firefox Marketplace, flag, filter, modify related materials (including but not limited to descriptions, screenshots, or metadata), reclassify the Marketplace Content, or take other corrective action, at its sole discretion. If you have any questions or concerns regarding a removal, you may contact us at app-reviews@mozilla.org.

Mozilla may at any time suspend or terminate these Terms with you if Mozilla is no longer going to provide the Firefox Marketplace or Mozilla believes you have violated any policies or breached these Terms.

**Licenses**

Mozilla encourages you to make your Marketplace Content available under an open source license such as the MPL for source code and a Creative Commons license for creative works. Mozilla has also developed an operating system that can natively run web applications (“Firefox OS”). Using Firefox OS, Mozilla and third parties can create devices that run Firefox OS (“Firefox OS Devices”). You hereby grant to Mozilla and its affiliates a non-exclusive, worldwide, royalty-free, sublicensable license under all of your rights necessary to make the Marketplace Content available in connection with the Firefox Marketplace and Firefox OS Devices. The foregoing license includes, if applicable, the right (but not obligation) to pre-load such Marketplace Content on Firefox OS Devices and provide Marketplace Content in connection with services available through Firefox OS Devices.

Between Mozilla and you, each party shall own all right, title and interest, including without limitation all intellectual property rights, relating to its Brand Features. "Brand Features" means the trade names, trade marks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or licensed) by such party from time to time. Except to the limited extent expressly provided in these Terms, neither party grants, nor shall the other party acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of the other party. Subject to these Terms, you grant to Mozilla and its affiliates a limited, non-exclusive license during the term to display your Brand Features for use in connection with the Firefox Marketplace. Nothing in these Terms gives you a right to use any of Mozilla’s trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

**Publicity**

Mozilla and its affiliates may include your Brand Features, screenshots, videos, and demonstrations of your Marketplace Content and any content contained in, accessed by, or transmitted through your Marketplace Content in presentations, marketing materials, marketing events, developer events, financial reports, website listings (including links to your website), press releases, and customer lists (which includes, without limitation, customer lists posted on Mozilla web sites) for purposes of marketing the Firefox Marketplace, Mozilla products and services, or publicizing your Marketplace Content.

**Firefox Sync Add-ons**

If your Marketplace Content utilizes any Firefox Sync APIs or software, you agree (a) that you and your Marketplace Content will use the Firefox Sync API solely for its intended purpose; (b) that your Marketplace Content will not hide or mask its identity as it uses Mozilla’s hosted Firefox Sync services and/or Firefox Sync APIs, including by failing to follow required identification conventions; and (c) that you and your Marketplace Content will not use the Firefox Sync APIs for any application or service that attempts to mislead users (including by attempting to replicate Mozilla’s hosted Firefox Sync services experience).

**Representations and Warranties**

You represent and warrant that:

1. You have and will maintain all necessary rights to post, display, perform, use, reproduce and transmit your Marketplace Content, worldwide, as well as the rights to authorize others (including Mozilla) to do the same;
2. If your Marketplace Content contains any commercial identifiers such as a trademark, service mark, or trade dress, you have worldwide legal rights to use and authorize the use of the artwork, design, emblems, names, and other elements.
3. The descriptions and other data you provide about the Marketplace Content are true to the best of your knowledge; and
4. Your Marketplace Content is accompanied by an accessible agreement that describes the rights of its users.

**Disclaimer of Warranties**

The Firefox Marketplace is provided “as is”.  Mozilla, its contributors, licensors and distributors disclaim all warranties, whether express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement.  Some jurisdictions do not allow the exclusion or limitation of implied warranties, so this disclaimer may not apply to you.

**Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT AS REQUIRED BY LAW, MOZILLA, ITS CONTRIBUTORS, LICENSORS, SUBSIDIARIES, AFFILIATES AND DISTRIBUTORS WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT MOZILLA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. IN NO EVENT SHALL MOZILLA’S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS BE IN EXCESS OF THE GREATER OF (i) $100 OR (ii) THE TOTAL AMOUNTS PAID TO YOU BY MOZILLA IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE INITIAL NOTICE OF ANY CLAIM.

**Release; 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 of Marketplace Content.

If any third party brings a claim against Mozilla related to your use of the Firefox Marketplace or your Marketplace Content, you will defend and hold Mozilla harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

**General Legal Terms**

These Terms constitute the whole legal agreement between you and Mozilla and governs your use of the Firefox Marketplace, and completely supercedes any prior agreements between you and Mozilla in relation to the Firefox Marketplace. Nothing in these Terms shall be deemed to grant you any right to use the trademarks, trade names, service marks, or trade dress of Mozilla or its licensors and Mozilla hereby reserves all right, title and interest therein. For information on our trademarks, please see our Trademark and Logo Usage Policies.

You agree that if Mozilla does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Mozilla has the benefit of under any applicable law), this will not be taken to be a formal waiver of Mozilla's rights and that those rights or remedies will still be available to Mozilla.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms are invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

EXPORT RESTRICTIONS. YOUR DISTRIBUTION OF MARKETPLACE CONTENT ON THE FIREFOX MARKETPLACE MAY BE SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO YOUR DISTRIBUTION OF MARKETPLACE CONTENT. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, USERS AND END USE.

The rights granted in these Terms may not be assigned or transferred by you without the prior written approval of Mozilla. You are not permitted to delegate your responsibilities or obligations under these Terms without the prior written approval of Mozilla.

These Terms, and your relationship with Mozilla under these Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Mozilla agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from these Terms. Notwithstanding this, you agree that Mozilla shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.