

Kanban for Attorneys

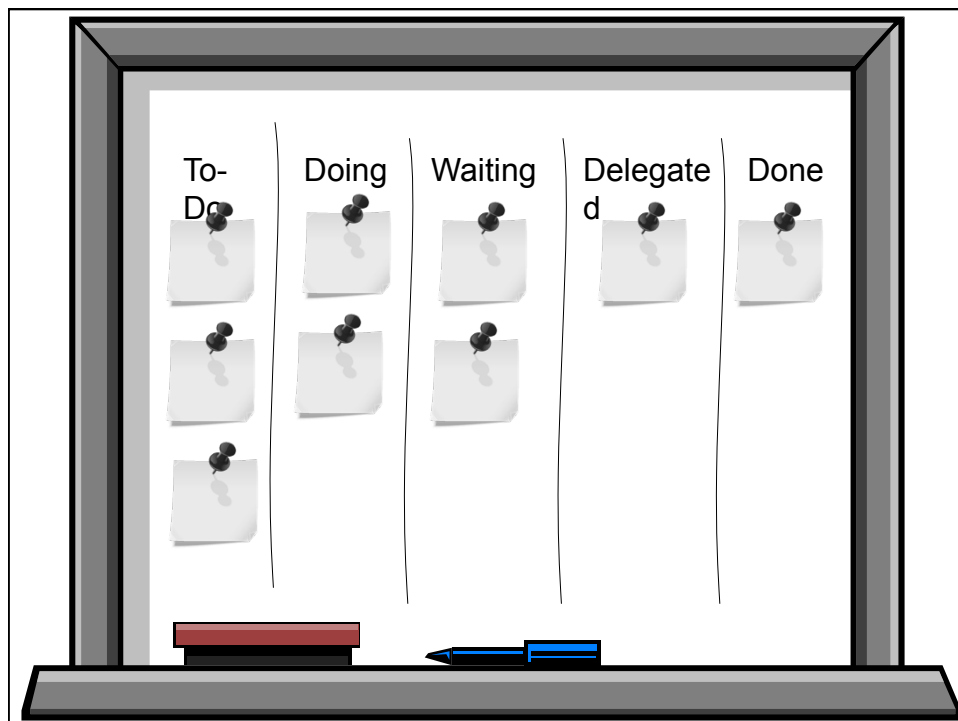
Aaron W. Brooks
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Kanban Origins

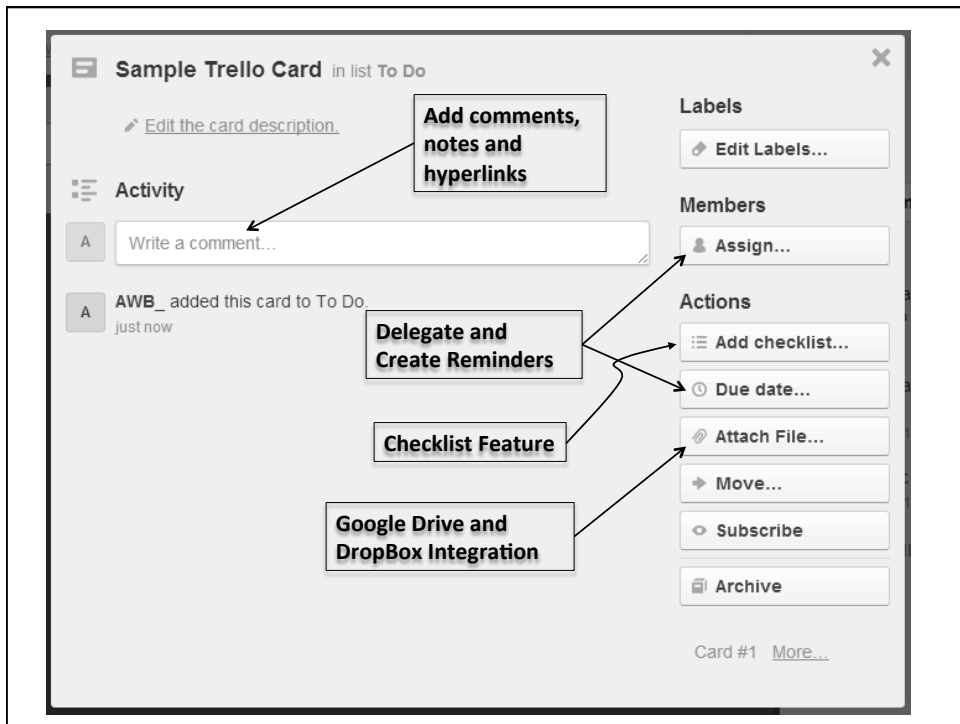
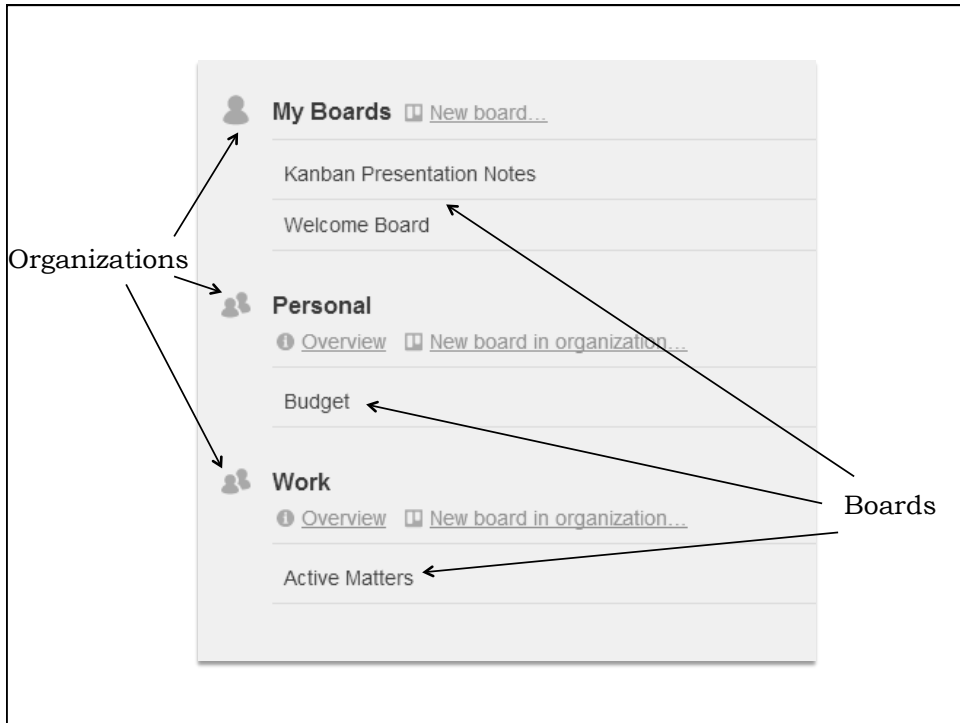
- **Developed by Toyota** in the late 1940's to support just-in-time manufacturing
- Derived from Toyota's study of **how supermarkets stock shelves** to ensure customers see only what they need now
- More recently evolving as **a technique to manage information processing** and software development

Kanban Basics

- Create a **workflow** processing model
- **Inventory** and encapsulate all active projects
- Carefully describe and limit **your work in process capacity**, backlog or delegate the rest
- **Actively manage** the Kanban workflow

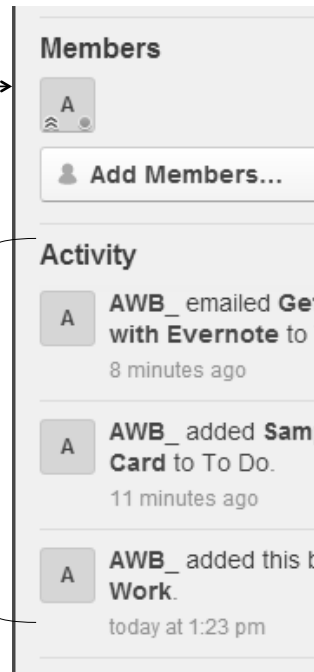






If you know someone's Trello ID, you can invite them to an Organization, and any or all of the Boards within the Organization.

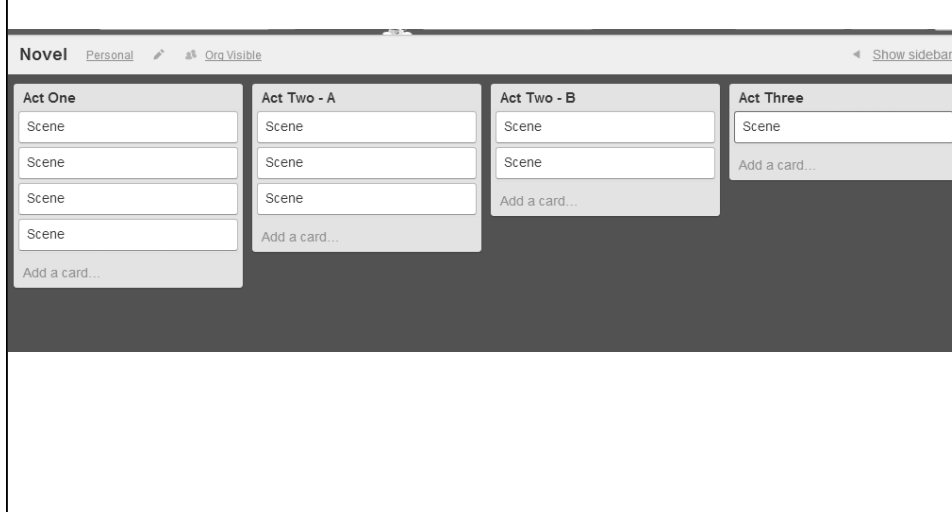
All comments and other actions taken by anyone on any Card are shown in the activity stream for that Board.



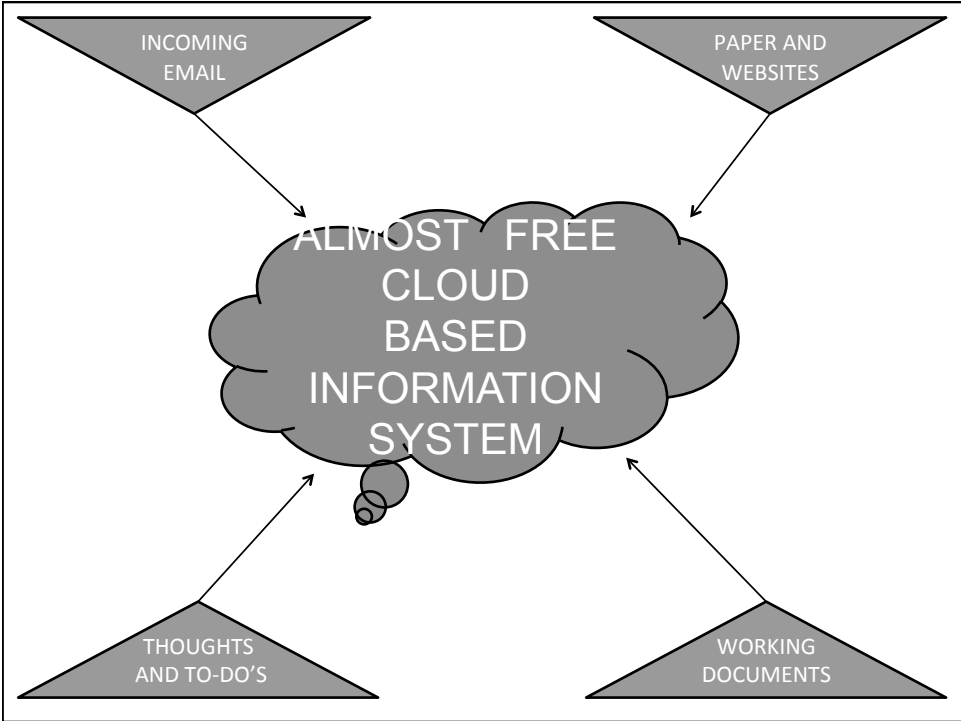
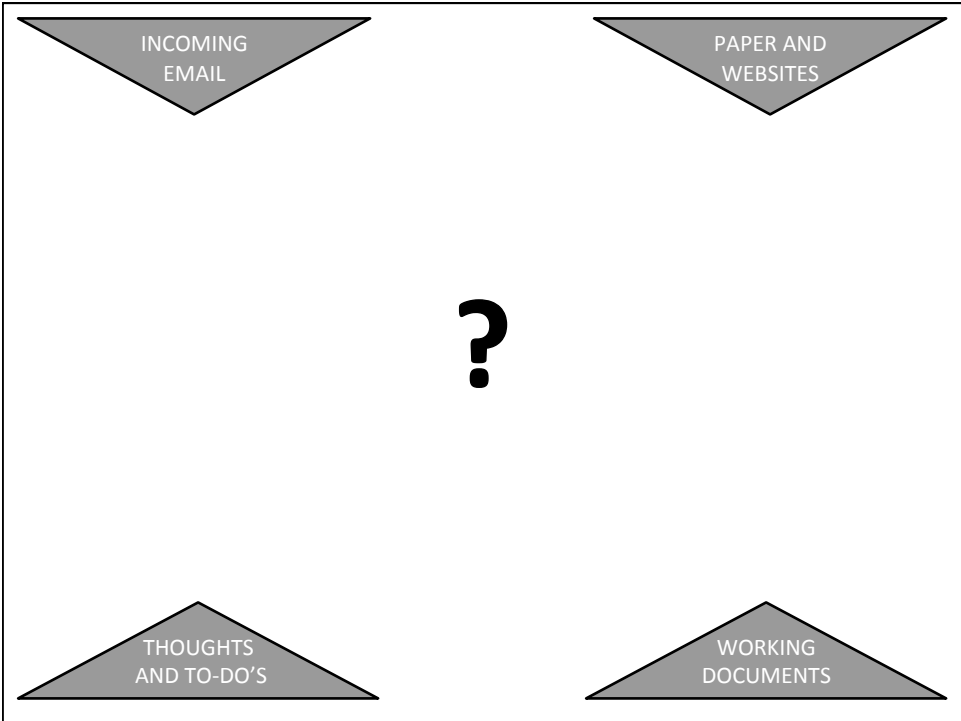
A Few Sample Workflow Ideas

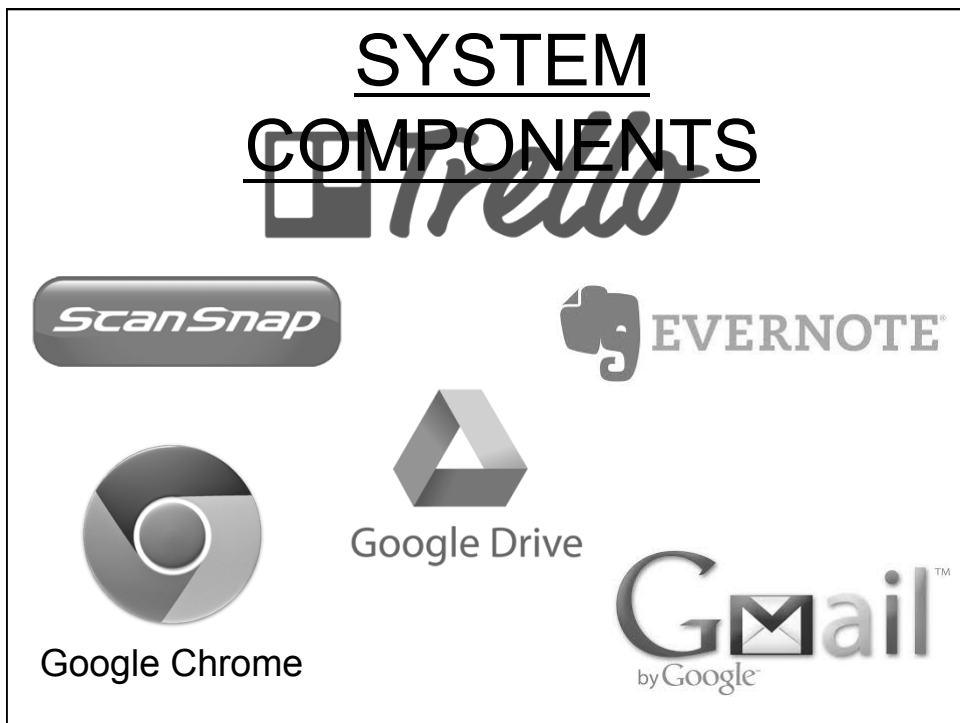
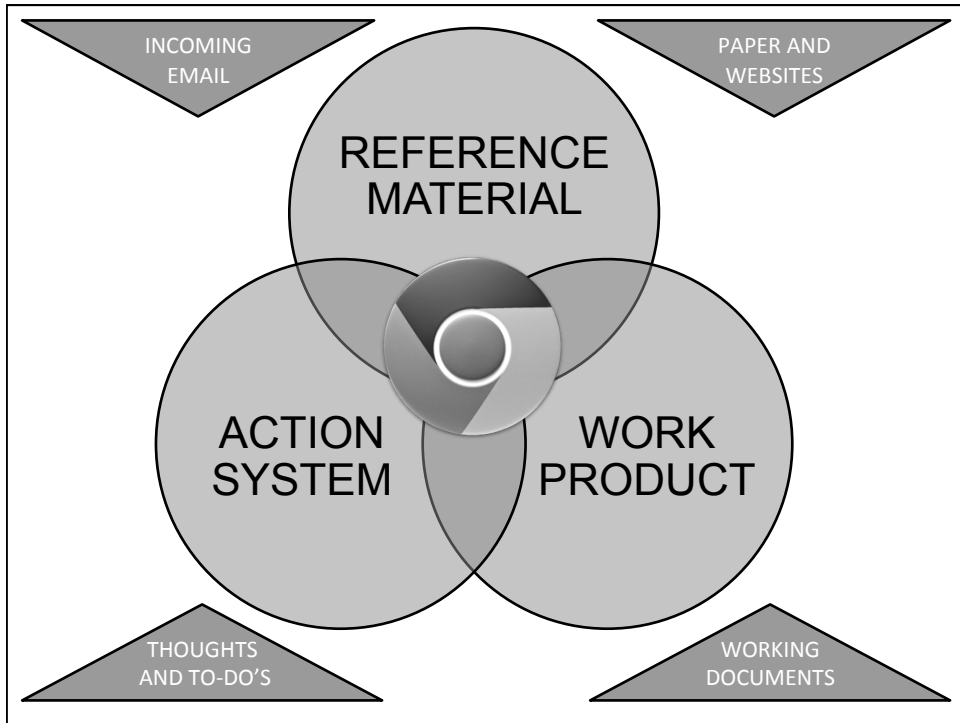
- Traditional Kanban: **Board lists** include Doing, To-Do, Waiting, Done, and **Cards** represent projects
- Goals and Actions: Create a **Board list** for each goal, and order **Cards** by priority or order of action
- Marketing: **Board lists** for status (i.e. New, Transitional, Engaged, and Client), **Cards** represent people or entities

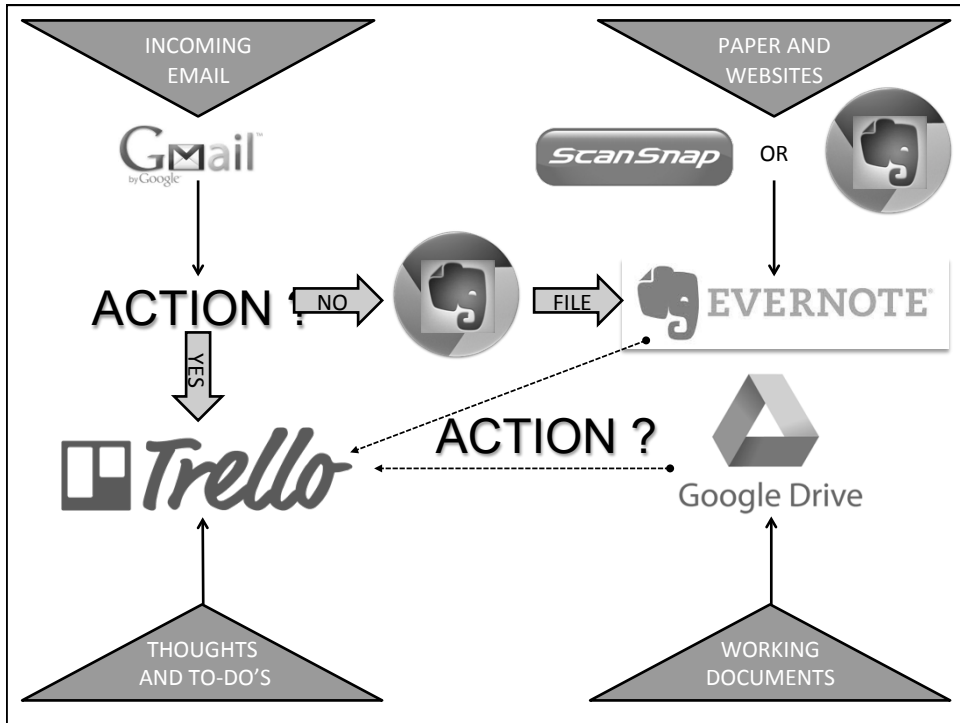
Kanban Board For Complex Writing Projects

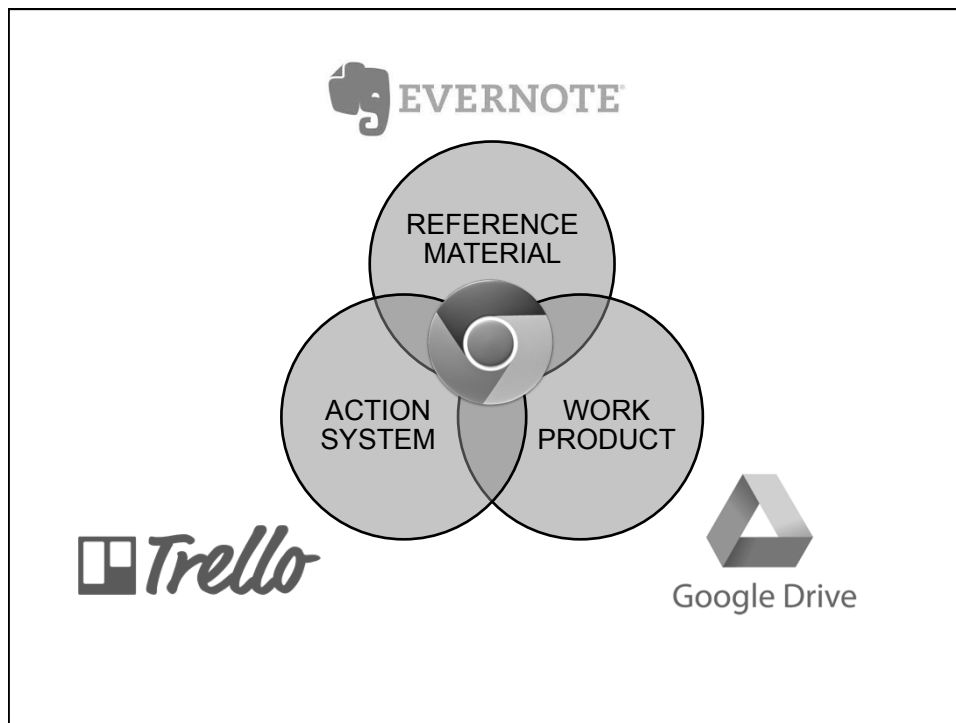


Creating A Killer
Custom Application
Using Things You
Find Lying Around
The Internet



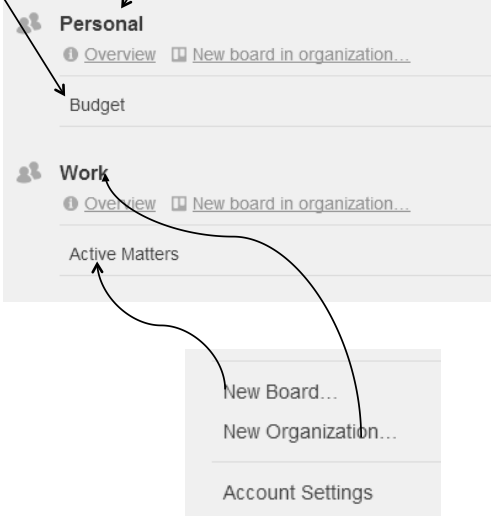







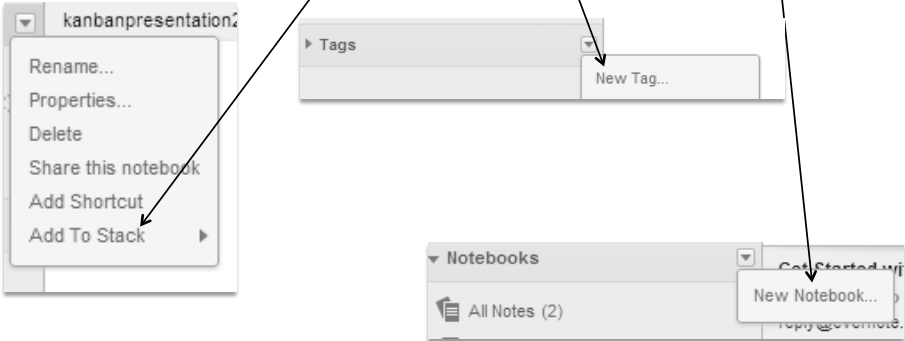

Use diligent
“personal macros” to
keep everything
consistent

Think Project-Centric:
Make **Organizations** and **Boards** in Trello

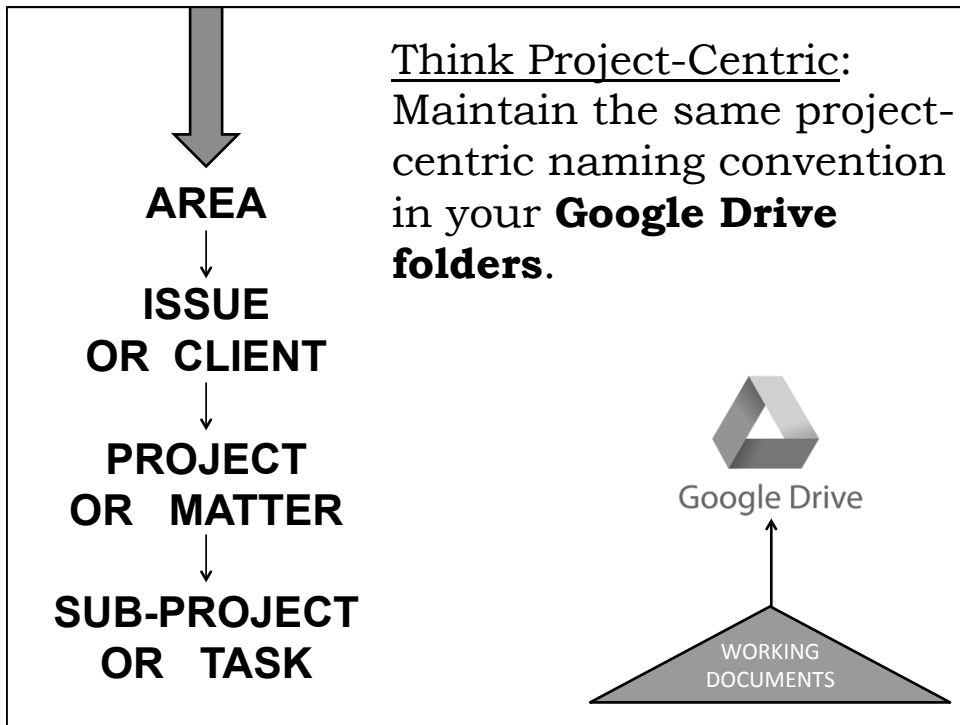


The image shows the Trello logo on the left. On the right is a screenshot of the Trello interface. It features two main sections: 'Personal' and 'Work'. The 'Personal' section includes 'Overview' and 'New board in organization...'. The 'Work' section includes 'Overview' and 'New board in organization...'. Below these sections is a dropdown menu with three options: 'New Board...', 'New Organization...', and 'Account Settings'. Arrows from the text above point to the 'New Board...' and 'New Organization...' options in the dropdown menu.

Think Project-Centric:
Make **Stacks**, **Notebooks**, and **Tags** in Evernote



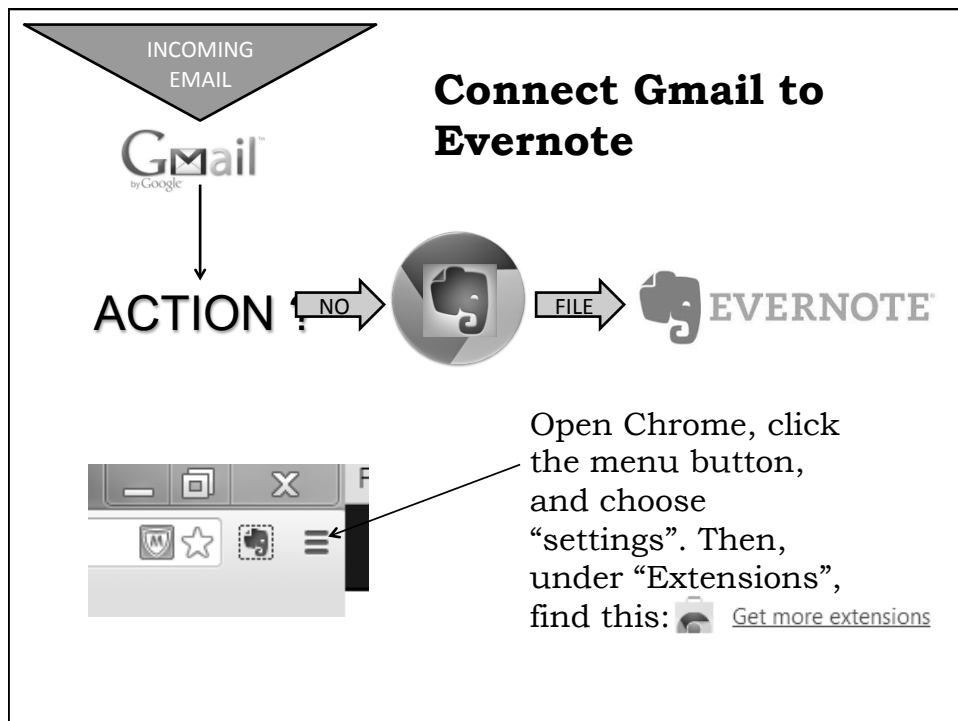
The image shows the Evernote logo on the left. On the right is a screenshot of the Evernote interface. It features a context menu for a notebook titled 'kanbanpresentation2' with options: 'Rename...', 'Properties...', 'Delete', 'Share this notebook', 'Add Shortcut', and 'Add To Stack'. Below this is a 'Tags' section with a 'New Tag...' button. At the bottom is a 'Notebooks' section with a 'New Notebook...' button. Arrows from the text above point to the 'Add To Stack' option in the context menu, the 'New Tag...' button, and the 'New Notebook...' button.



Think Project-Centric

TRELLO	
Organization ("Work")	Board ("Client One.Matter One")
EVERNOTE	
Stack ("Work")	Notebook ("Client One .Matter One")
GOOGLE DRIVE	
Folder ("Work.Client One.Matter One.SubProject ")	

Link all the components together



INCOMING EMAIL

Connect Gmail to Evernote, next step...

Gmail

ACTION → NO → [Evernote icon] → FILE → EVERNOTE

Extensions

WEB CLIPPER

Evernote Web Clipper
from evernote.com ✓
Use the Evernote extension to save things you search through your notes.

Do a search for "Evernote", and install the "Evernote Web Clipper"

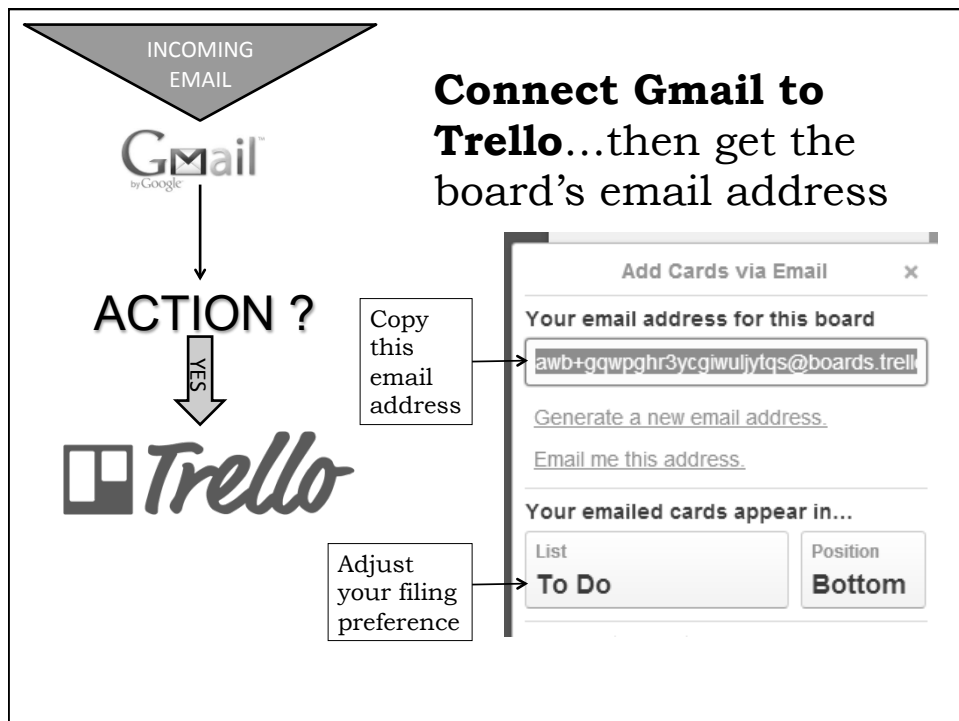
INCOMING EMAIL

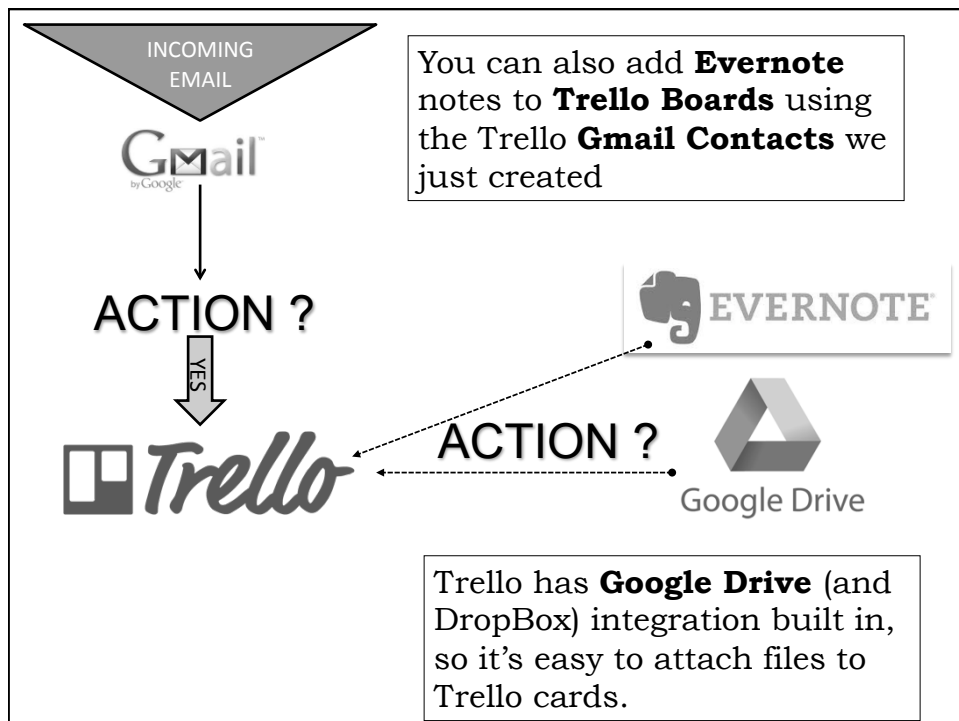
Connect Gmail to Evernote, mission complete...

Gmail

ACTION → NO → [Evernote icon] → FILE → EVERNOTE

Now you should have this button in your Chrome toolbar



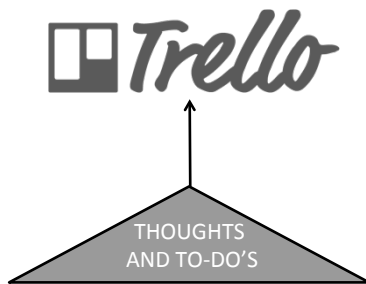


Trello has great apps for Android, iPhone and iPad:

- Create new cards
- Move cards around
- Cross-off checklists
- Take photographs

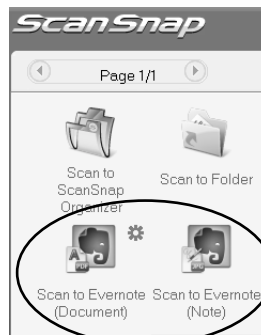
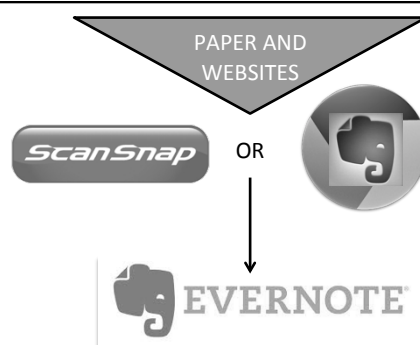


View In iTunes




So, it's pretty easy to capture your thoughts and to-do's wherever you are, and funnel them into the same cloud-based action system across all your devices

You can use the **Evernote Web Clipper** that we already installed to capture most things you see on the Internet. **Install it on your phone**, it's an easy way to collect all the things you want to read and have them **categorized and ready when you have time.**




(the ScanSnap also has Evernote integration built in)

Three Ways To Tie It All Together


1

Open Chrome, click the menu button, and choose “settings”. Then, under “Extensions”, find this:

 [Get more extensions](#)

and add the apps you want to see.

Also under “settings”, choose this option


On startup


Open the New Tab page


Continue where I left off


Open a specific page or set of pages. [Set pages](#)


Your Chrome start page becomes this:


Store


Gmail


Google Drive


Evernote Web


Google Calendar

2

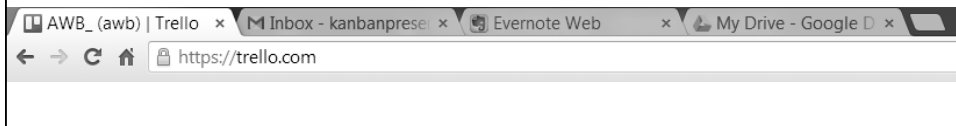
In Chrome, open each of the core applications in its own tab

On startup

- Open the New Tab page
- Continue where I left off
- Open a specific page or set of pages. Set pages

This time, under “settings”, choose this option, and lock your tabs by clicking here

Chrome now opens like this:



On any open page in chrome, click the Bookmark star, and make sure the “Bookmarks Folder” location is selected

Right-click the new button, select “edit” and give it a good name

(this even works on specific boards and Notebooks)



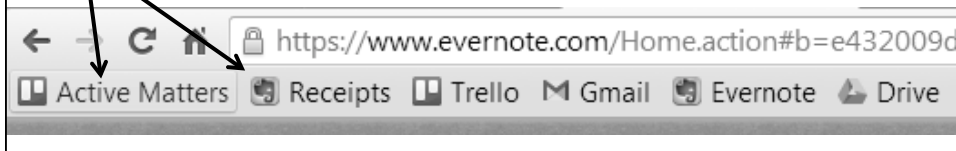
3

Edit Bookmark

Name:

URL:

Chrome now opens like this:



Using 2-Step Verification

- Open your Google account settings.
- Click the Security tab.
- Update phone number you wish to receive notifications through.
- Confirm or change 2-Step Verification “status” to ON.

Making 2-Step Verification Easy

- From the Security tab, and under the 2-Step Verification section, click “Manage your application specific passwords. “
- Generate a specific password for each trusted application.
- During the sign-in process, click the box to “trust this computer” – this only works if you adjust your Chrome privacy settings to “allow local data to be set”.
- **USE WHOLE DISK ENCRYPTION ON A COMPUTER THAT IS CONFIGURED THIS WAY.**

Considering Terms and Conditions

- Security: Vendor obligation to protect data at rest, data in motion, and data at end-of-life
- Confidentiality: Non-use and non-disclosure of customer information
- Disentanglement: Return of data; destruction of copies upon contract termination
- Breach Notification: Plan for managing nonpublic personal information emergencies
- HIPAA: PHI requires a Business Associate Agreement

Trello Terms of Service

ACCEPTANCE OF TERMS

IMPORTANT -- READ CAREFULLY: BY CREATING AN ACCOUNT OR BY UTILIZING THE TRELLO SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Welcome to the Trello service, website or mobile application (collectively, the "Service"). Your use of the Service is subject to these Terms of Service and [Trello's Privacy Policy](#) (collectively, the "Terms of Service" or "Agreement"). These Terms of Service are a legal agreement between You and Fog Creek Software, Inc. ("Fog Creek"), a Delaware Corporation, for use of the Trello service. "You" refers to any individual who creates an account on the Service, or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity. If You are accessing the Service on behalf of Your employer, you represent and warrant that You have the authority to agree to these Terms of Service on its behalf. If You do not agree with the terms of this Agreement, do not use the Service. Fog Creek reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement. The website and any downloadable software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

DESCRIPTION OF SERVICE

The Service includes, and is limited to, a service, web site, or mobile application that allows You access to and use of a single Trello Account. "Trello" referred to herein means the Fog Creek Software Trello, an online collaboration tool that organizes projects into boards. The Service may contain information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service (collectively, "Content"). Subject to these Terms of Service, Fog Creek grants to You and each user of the Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Service. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Service is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. For the purposes of these Terms of Service, "Content" also includes all User Content (as defined below).

A "Trello Account" or "Account" referred to herein means a service, web site, or mobile application, provided by Fog Creek, where You may use Trello to create, update, share, and publish information, data, text, messages or other materials ("User Content").

Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Agreement. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the service may include certain communications from Fog Creek, such as service announcements, administrative messages, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are

provided by Fog Creek for use in accessing the Service. Fog Creek will provide the Service in accordance with this Agreement. Fog Creek may at its sole discretion modify the features of the Service from time to time without prior notice.

REGISTRATION

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide Fog Creek with an electronic mail address and other information ("Registration Data"). You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Fog Creek of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Fog Creek cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Fog Creek assumes no duty to verify such information as further detailed in the **CONTENT OF THE SERVICE** section of these Terms of Service. If You provide any information that is untrue, inaccurate, not current or incomplete, or Fog Creek has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Fog Creek has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof). By using the Service (and registering an Account on the Service), You represent and warrant that are at least 13 years of age. No one under the age of 13 may use the Service. Fog Creek may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Service or use of the Service is prohibited or to the extent offering, sale or provision of the Service conflicts with any applicable law, rule or regulation.

BILLING/PAYMENT TERMS

Additional groupings of features may be added to the Service and made available to You as a paid upgrade ("Paid Plan"). If You choose to subscribe to a Paid Plan, You shall pay fees (described below) to Fog Creek. Upon selection of a Paid Plan, You will provide Fog Creek with the necessary billing information ("Billing Data").

Credit cards are the only payment mechanism Fog Creek will accept for payment of a monthly or yearly subscription fee ("Subscription Fee") for a Paid Plan. All currency references are in U.S. dollars. Paid Plans can be paid as either a monthly Subscription Fee or a yearly Subscription Fee.

If you select a Paid Plan, You must provide current, complete and accurate Billing Data. You must promptly update all Billing Data to keep Your Account current, complete and accurate (such as a change in billing address, credit card number or credit card expiration date) and You must promptly notify Fog Creek if Your Payment Method is changed (for example, for loss or theft) or if You become aware of a potential breach of security, such as the unauthorized disclosure or use of Your name or password. If You fail to provide any of the foregoing information, You agree that Fog Creek may continue charging You for any use of the Paid Plan under your Billing Data unless You have terminated Your Paid Plan as set forth herein.

If You select the Monthly Fee, the credit card that You provide as part of the Billing Data will be automatically and immediately billed on the first Business Day of each Month. You agree that Fog Creek may charge to Your credit card all amounts due and owing for Your Account on that monthly basis or upon cancellation (see "Termination, Breach, Suspension and Cancellation" and "Refund"). If You select the Yearly Fee, the credit card that You provide as part of the Billing Data will be automatically and immediately billed on the day You sign up. You agree that Fog Creek may charge to Your credit card all amounts due and owing for Your Account on that yearly basis unless you cancel the account (see the "Termination,

Breach, Suspension and Cancellation" and "Refund" sections of these Terms of Service). Fog Creek will contact You via electronic mail to alert You upon each charge. Fog Creek may change prices at any time without prior notice, but will endeavor to provide reasonable advance notice via the Trello website and/or electronic mail. You agree that in the event Fog Creek is unable to collect the fees owed to Fog Creek for Your Account through Your Subscription Fee, Fog Creek may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Fog Creek in connection with such collection activity, including collection fees, court costs and attorneys' fees.

As long as Your Account remains active and in good standing, You will be charged the Subscription Fee even if You never use the service. You may, however, cancel Your Paid Plan at any time.

TERMINATION, BREACH, SUSPENSION AND CANCELLATION

If Your Subscription Fee payment is overdue, Fog Creek will disable Your access to the features provided by the Paid Plan. Fog Creek may, at its sole discretion, at any time and for any reason, terminate the Service, terminate this Agreement, or suspend or terminate Your Account. In the event of suspension or termination, Your account will be disabled and You may not be granted access to Your Account or any files or other Content (including Your User Content) contained in Your Account, and Fog Creek may delete Your User Content, although residual copies of information may remain in our system for some time for back-up purposes. In the event of termination, Fog Creek may also withdraw and at its discretion reallocate the public web address of Your Account.

If You terminate Your Account, via means provided for cancellation on the Trello website, or via telephone call or electronic mail to Fog Creek, and You request that Fog Creek delete Your User Content and files contained in Your Account, Fog Creek will make all reasonable efforts to do so.

REFUND

Fog Creek provides means for Account and Paid Plan cancellation on the Trello website. If You cancel Your Account within 90 calendar days of the date of sign up, and You request a refund, Fog Creek will refund all payments You have made to Fog Creek within the 90 calendar days prior to the cancellation and refund request.

PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS

Fog Creek and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service. You will not remove, deface or obscure any of Fog Creek's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

Trello is a Trademark of Fog Creek Software, Inc.

EXPORT RESTRICTIONS

You acknowledge that the Service, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Fog Creek, its affiliates, suppliers and any other party authorized by Fog Creek to resell, distribute, or promote the Service ("Resellers"), and under such circumstances Fog Creek, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including,

but not limited to, preliminary and permanent injunctive relief.

PROPER USE

Fog Creek does not claim ownership over any User Content submitted on or through the Service. Your User Content belongs to You. However, by uploading any User Content to the Service, You agree that Fog Creek may store and display (only to You, to the extent that You make such User Content private) Your User Content solely as necessary in connection with the Service. To the extent You choose to share any of Your User Content with other users of the Service, You agree to allow these users (i.e., only the users you specify) to view Your User Content and, to the extent applicable, collaborate with You and Your User Content.

You understand that all User Content is the sole responsibility of the person from which such User Content originated. This means that You, and not Fog Creek, are entirely responsible for all User Content that You upload, post, transmit or otherwise make available via Your Account. Fog Creek does not control the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

You understand that by using the Service, You may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will Fog Creek be liable in any way for any User Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that Fog Creek does not pre-screen User Content, but that Fog Creek and its designees shall have the right (but not the obligation) in their sole discretion to refuse, modify or move any Content that is available via the Service. Without limiting the foregoing, Fog Creek and its designees shall have the right to remove any User Content that violates the Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, You acknowledge that You may not reasonably rely on any Content created by Fog Creek or submitted to Fog Creek. You acknowledge and agree that Fog Creek may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the Agreement;
- (c) respond to claims that any Content violates the rights of third-parties; or
- (d) protect the rights, property, or personal safety of Fog Creek, its users and the public.

You understand that the technical processing and transmission of the Service, including Your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should User Content be found or reported to be in violation with, but not limited to, the following terms, it will be in Fog Creek's sole discretion as to what action should be taken. You agree that You will not:

- (a) upload, post, transmit or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to, a Fog Creek official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service;
- (e) upload, post or otherwise transmit any User Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) upload, post or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- (g) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", including but not limited to (a) sending mass email to recipients who haven't requested email from You or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting Your site by posting multiple submissions in public forums that are identical;
- (h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (j) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (k) "stalk" or otherwise harass another;
- (l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices.
- (m) offer for sale or sell any item, good or service that (i) violates any applicable federal, state, or local law or regulation, (ii) You do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Fog Creek determines, in its sole discretion, is inappropriate for sale through the Service provided by Fog Creek;
- (n) use the Account website as a redirecting/forwarding service to another website;
- (o) exceed the scope of the Service that You have signed up for; for example, accessing and using the tools that You do not have a right to use, or having humans share User logins, or deleting, adding to, or otherwise changing other people's comments or User Content as an Account holder. If any user is reported to be in violation with the letter or spirit of these terms, Fog Creek retains the right to terminate such account at any time without further warning.

Apple Device and Application Terms. If you are accessing the Service via an application on a device provided by Apple, Inc. ("Apple") or an application obtained through the Apple App Store (each an "Application"), the following shall apply:

- Both You and Fog Creek acknowledge that these Terms of Service are concluded between you and Fog Creek only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- The Application is licensed to You on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for Your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as they are applicable to the Service;
- You will only use the Application in connection with an Apple device that You own or control;

- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, You may notify Apple of such failure; upon notification, Apple's sole warranty obligation to You will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that Fog Creek, and not Apple, is responsible for addressing any claims You or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application or Your possession and use of the Application infringes that third party's intellectual property rights, Fog Creek, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that You are not listed on any U.S. Government list of prohibited or restricted parties;
- Both You and Fog Creek acknowledge and agree that, in Your use of the Application, You will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- Both You and Fog Creek acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon Your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against You as the third party beneficiary hereof.

In-App Purchases. Through the Application, You may purchase ("In App Purchase") keys or other goods or services (collectively, "Goods"). To the extent You purchase Goods through the Apple iTunes service, you are agreeing to Apple's iTunes' Terms and Conditions (<http://www.apple.com/legal/itunes/us/terms.html>).

GENERAL PRACTICES REGARDING USE AND STORAGE.

You agree that Fog Creek has no responsibility or liability for the deletion of, or the failure to store or to transmit, any User Content and other communications maintained by the Service. You acknowledge that Fog Creek may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. Fog Creek retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not:

- (a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, ActiveX or other coding;
- (c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
- (d) copy, reproduce, alter, modify, or publicly display any information displayed on the Service (except for Your User Content), or create derivative works from our website (other than from Your User Content), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Fog Creek or any other third party, except with the prior written consent of Fog Creek or the appropriate third party.

CONTENT OF THE SERVICE.

Fog Creek takes no responsibility for any third-party Content or User Content (including, without limitation, any viruses or other disabling features), nor does Fog Creek have any obligation to monitor such third-party Content. Fog Creek reserves the right at all times to remove or refuse to distribute any Content on the Service, such as Content which violates these Terms of Service. Fog Creek also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms of Service, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Fog Creek, its users and the public. Fog Creek will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

Your Trello profile page is public. This includes your name and any activity that you have had on (including without limitation any User Content that you have submitted to) public boards.

INTERNATIONAL USE

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable User Content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside.

NO RESALE OF THE SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by Fog Creek.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that (a) all of the information provided by You to Fog Creek to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into these Terms of Service and to perform the acts required of You hereunder.

NO WARRANTIES OR REPRESENTATIONS BY FOG CREEK

You understand and agree that the Service is provided "as is" and Fog Creek, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Fog Creek's servers. Fog Creek, its affiliates, suppliers and Resellers make no warranty or representation regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You. No oral or written information or advice given by Fog Creek or its authorized representatives shall create a warranty or in any way increase the scope of Fog Creek's obligations. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Fog Creek, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

INDEMNITY

You agree to indemnify, defend and hold harmless Fog Creek, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from Your use of the Service, Your use of Your Account, Your violation of these Terms of Service or the infringement or violation by You or any other User of Your Account, of any intellectual property relating to the Service (including without limitation Your User Content) or other right of any person or entity.

MODIFICATIONS TO SERVICE

Fog Creek reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that Fog Creek shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between You and Fog Creek Software is intended or created by these Terms of Service.

LIMITATION OF LIABILITY

In no event will Fog Creek or its affiliates, suppliers or Resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if Fog Creek, its affiliates, suppliers or Resellers have been advised of the possibility of such damages. In any case, Fog Creek's, its affiliates', suppliers' and Resellers' maximum cumulative liability and Your exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by You for the Service (if any) in the previous twelve (12) months.

WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of Fog Creek services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CHOICE OF LAW AND FORUM

This Agreement shall be governed by and construed under the laws of the State of New York, USA, as applied to agreements entered into and to be performed in New York by New York residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving the Borough of Manhattan, in the City of New York, in the State of New York, USA.

ENTIRE AGREEMENT/GENERAL PROVISIONS

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Fog Creek may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. Any and all rights and remedies of Fog Creek upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on Fog Creek, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. Notices to You may be made via either email or regular mail. The Service may also provide notices of changes to the

Agreement or other matters by displaying notices or links to notices to You generally on the Service. All notices or other correspondence to Fog Creek under this Agreement must be sent to the following electronic mail address for such purpose: customer-service@fogcreek.com

Or the following physical address:

Fog Creek Software
55 Broadway, 25th Floor
New York, NY 10006
Last revision: April 22, 2013

Terms of Service

Evernote's 3 Laws of Data Protection

Your Data Is Yours
Your Data is Protected
Your Data Is Portable

Read our CEO's [blog post](#) explaining these laws in detail.

Terms of Service

Effective Date: March 1, 2013 - [What's new](#) »

Welcome to Evernote! We invite you to access our web sites and use the Evernote Service, but please note that your invitation is subject to your review and agreement with these Terms of Service. This document describes in detail your rights and our rights relating to the Service, so please review these Terms carefully.

What Are The Terms of Service?

The Terms of Service constitutes a contract between us. The Terms include the provisions set forth in this document and in the Evernote [Privacy Policy](#), [User Guidelines](#), [IP Compliance Program](#) and other terms or conditions that may be presented to you from time to time in connection with specific Service offerings (all of which we collectively refer to as the "Terms of Service" or "Terms"). If you do not agree to these Terms, you do not have the right to access or use our Service. If you do use our Service, your use shall be deemed to confirm your acceptance of the Terms and your agreement to be a party to this binding contract.

By using the Service, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use and treatment of your Account Information and your Content in accordance with such Privacy Policy.

What Is The Evernote Service?

The Evernote Service consists of Evernote Software (as defined below), and other products, services and web sites hosted or made available by Evernote, which enable you to do many wonderful things on multiple computer devices and systems (collectively, the "Service"). In exchange for being enabled to use the Service, you agree to abide by these Terms.

If This Is A Contract, Who Are The Parties?

You are one party to the contract. If you reside in the United States or Canada, then the other party to this contract is Evernote Corporation, a corporation headquartered in California. If you reside in Brazil, then the other party to this contract is Evernote do Brasil Serviços de Aplicações Ltda., a company headquartered in Sao Paulo, Brazil ("Evernote Brasil"). If you reside outside of the United States, Canada and Brazil, then the other party to this contract is Evernote GmbH, a company headquartered in Zurich, Switzerland. (Evernote Corporation, Evernote GmbH and Evernote Brasil, as applicable, may be referred to in these Terms of Service as "Evernote," "we" and sometimes "us").

Is This The Only Contract I Have with Evernote?

It depends on how you use our Service. If you install any Evernote Software on your computing devices, you may be asked to agree to an end user license agreement. If you use related Evernote products or services, such as Evernote Business, or participate in our User Forum, you may also need to enter into a separate agreement (usually by clicking "accept" or "agree") with us. We refer to each of these as a "Separate Agreement." If that happens, the Separate Agreement shall take precedence if there is a conflict between those terms and these Terms, to the extent of such conflict and with respect to the particular subject matter of that Separate Agreement.

Will These Terms Of Service Ever Change?

Changes in these Terms are almost certain to happen, due to changes in our Service and the laws that apply to us and you. If we make a change, we'll do our best to provide you with advance notice, although in some situations, such as where a change is required to satisfy applicable legal requirements, an update to these Terms may need to be effective immediately. We'll announce changes here at our site, and we also may elect to notify you of changes by sending an email to the address you have provided to us. We will also try to

LEGAL INFORMATION

- [Overview](#)
- [Terms of Service](#)
- [Privacy Policy](#)
- [Evernote Business Agreement](#)
- [User Guidelines](#)
- [IP Compliance Program](#)
- [Commercial Terms](#)
- [Cookie Information](#)
- [Information for Authorities](#)
- [Data Usage](#)
- [Trademark Use](#)
- [Open Source Licenses](#)

explain the reasons for the change.

If we do update these Terms, you are free to decide whether to accept the terms or to stop using our Service (see "How is My Account Closed" below); your continued use of the Service after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new Terms. Except for changes made by us as described here, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement bearing a written signature by you and us. For clarity, email or other communications will not constitute an effective written agreement for this purpose.

What Do I Have To Do To Use Evernote?

First, you need to create an Evernote account. You create an account by providing us with an acceptable username and email address, and creating a password. We refer to this as your "Account Information." We encourage you to use a distinct and non-obvious username and password combination, ideally one that is different from what you use for other services. You are responsible for maintaining the accuracy, completeness and confidentiality of your Account Information, and you will be responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure. If you discover any unauthorized use of your Account Information or suspect that anyone may be able to access your private Content, you should immediately change your password and notify our Customer Support team.

Second, although you may use Evernote with only a web browser, in order to use Evernote on a variety of computing devices, you'll need to install our client software on your computers, tablets and phones. Sorry, but obtaining those devices and paying for their connectivity and data plans is your responsibility. Evernote also has no responsibility for the availability of the Internet and other telecommunication services necessary to access the Service.

Once I Have An Account, What Are My Rights In Evernote?

Once your account is created and you accept these Terms, we grant you a limited, non-exclusive license to use the Service subject to these Terms, for so long as you are not barred from receiving the Service under the laws applicable to you, until you close your account voluntarily or until we close your account pursuant to these Terms. In addition, we grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Evernote Software provided to you by or on behalf of Evernote, for the sole purpose of enabling you to use the Evernote Software and enjoy the benefit of the Service, subject to any applicable license terms provided with the Evernote Software and these Terms, until your rights are terminated in accordance with such license and/or these Terms. You do not obtain any other right or interest in Evernote or the Service.

Evernote's Data Protection Laws Say My Data Is Mine – What Does That Mean?

You retain copyright and any other rights you already held in your Content before you submitted, posted or displayed it on or through the Service. But you do have to grant Evernote a limited license, as described below, so we can make your data accessible and usable on the Service. Other than this limited license and other rights you grant in these Terms, Evernote acknowledges and agrees that we do not obtain any right, title or interest from you under these Terms in any of your Content.

What Is The License I Have To Grant To Evernote?

In order to enable Evernote to operate the Service, we must obtain from you certain license and other rights to the Content you submit so that our processing, maintenance, storage, technical reproduction, back-up and distribution and related handling of your Content doesn't infringe applicable copyright and other laws. This means that by using the Service and uploading Content, you grant Evernote a license to display, perform and distribute your Content and to modify (for technical purposes, e.g., making sure content is viewable on smart phones as well as computers) and reproduce such Content to enable Evernote to operate the Service. You also agree that Evernote has the right to elect not to accept, post, store, display, publish or transmit any Content in our sole discretion.

You agree that these rights and licenses are royalty free, irrevocable and worldwide (for so long as your Content is stored with us), and include a right for Evernote to make such Content available to, and pass these rights along to, others with whom Evernote has contractual relationships related to the provision of the Evernote Service, solely for the purpose of providing such services, and to otherwise permit access to or disclose your Content to third parties if Evernote determines such access is necessary to comply with its legal obligations.

If you elect to use any third party service or application that is integrated with Evernote, you also agree that the licenses granted to Evernote in the preceding paragraph shall apply to Content that is submitted or uploaded through such third party service or application. If the third party service or application you elect to use would access or extract Content, you grant Evernote the right and license to enable such access to your Content.

Inasmuch as we rely upon your rights to upload and distribute your Content, you represent and warrant to

Evernote that you have the unfettered legal rights and authority to submit your Content to Evernote, and to make any publication or other distribution of that Content in your use of the Service. You also represent to us that, by submitting Content to Evernote and granting Evernote the rights described in these Terms, you are not infringing the rights of any person or third party.

Finally, you understand and agree that Evernote, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

Are There Rules About What I Can Do On Evernote?

Yes. Your use of the Service must be in accordance with these Terms. When it comes to your use of Evernote, you agree that you are responsible for your own conduct and all conduct under your account. This means all Content – such as text, images, software, videos and anything else you can think of, no matter what the form or technical structure (collectively, “Content”) – created, transmitted, stored or displayed in your account, is your sole responsibility as the person who created the Content or introduced it into the Service. This applies whether the Content is kept private, shared or transmitted using the Service or any third party application or services integrated with Evernote. The User Guidelines provide more specific details regarding the appropriate conduct on the Service.

Will Evernote Look At My Content?

Your privacy in your Content is a paramount concern for us, and we hope that we never need to examine anyone’s Content. However, there are limited circumstances in which we may have the need to review part or all of your Content, as discussed in our [Privacy Policy](#).

Will Anyone Else See My Content?

Except as described here and in our Privacy Policy, unless you elect to enable others to view or have access to the Content you submit to the Service, no one else should see your Content without your consent. Of course, if you do elect to publish or share any portion of your Content by placing it into one or more Shared Notebooks, or sending a Note to another, then you would be enabling each of those permitted users of a Shared Notebook or recipient of the Notes to access, use, display, perform, distribute and modify your Content (subject to any understandings or agreements you and such users may work out without Evernote’s involvement). In addition, Evernote enables you to use a variety of third party services and applications that interact with the Service and your Content, and you should review the access rights you provide to those services or applications, as you may enable them to access your Content through your agreements with those parties. More information on the nature of these permissions may be found [here](#).

I’m Guessing Evernote Has Some Rights Relating To The Service?

We do. They’re described here:

Content Rights.

While you own the Content you store with Evernote, you acknowledge and agree that Evernote (and our licensors) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service that is hosted on Evernote’s servers and all software deployed by you or a third party to enable clipping of Content originating at another party’s web site, such as Evernote Clearly, the Evernote Web Clipper, Skitch, the Site Memory widget or any of the Evernote software applications for compatible computing devices that enable access and use of the Service through such device (the “Evernote Software”).

Intellectual Property Rights.

In agreeing to these Terms, you also agree that the rights in the Service and Evernote Software, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms and any Separate Agreement. In particular, you agree to not modify, create derivative works of, decompile or otherwise attempt to extract source code from any Evernote Software, unless you are expressly permitted to do so under an open source license or we give you express written permission.

Right to Modify the Service.

We retain the right, in our sole discretion, to implement new elements as part of and/or ancillary to the Service and any Evernote Software, including changes that may affect the previous mode of operation of the Service. We expect that any such modifications will enhance the overall Service, but it is possible that you may not agree with us. We also reserve the right to establish limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. For example, if you use the free Evernote service, you will not enjoy all of the benefits provided to subscribers of the Evernote Premium service.

You also acknowledge that a variety of Evernote actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that Evernote has no responsibility or liability as a result of any such actions or results, including,

without limitation, for the deletion of, or failure to make available to you, any Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. However, if you are a subscriber for Evernote Premium, Evernote Business or another paid Evernote service (each a "Premium Service") and find that any such modifications or interruption of the Premium Service adversely affects you, you may notify us, explain the adverse impact the modification has created and, if you desire, request a termination of your Premium Service. Upon receipt of any such request, we will endeavor to promptly remedy the adverse impact caused by the modification, extend the duration of your Premium Service subscription for a period of time equal to the interruption and/or refund a portion of your Premium Service subscription fee equal to the remaining unused term of the Premium Service subscription, as we determine appropriate.

Right to Engage Third Parties.

Evernote may from time to time engage certain affiliates or other third parties to provide technical or other services relating to all or part of the Service to you, and you hereby agree that such third party involvement is acceptable.

Right to Use Third-Party Software.

Evernote may from time to time include as part of the Service and Evernote Software computer software supplied by third parties which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. We provide information about some of this third party software [here](#). Evernote expressly disclaims any warranty or other assurance to you regarding such third party software.

Right to Update Our Software.

In connection with any modification of the Service, Evernote may automatically download software updates on your computers and devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Service. Evernote will endeavor to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g., security risks), Evernote may require you to install the update to continue accessing the Service. In all cases, you agree to permit Evernote to deliver these updates to you (and you to receive them) as part of your use of the Service.

Do These Terms Apply To Evernote Business Users?

If you are using the Service as part of an Evernote Business account, your use of the Service is governed by these Terms, except where the Separate Agreement governing your Evernote Business account provides conflicting terms. An Administrator who creates the Evernote Business account enters into such a Separate Agreement on behalf of the users of the Evernote Business accounts and has the responsibility to share the terms of such Separate Agreement with each Business account user. Please review the contract terms applicable to your use of the Service with your Evernote Business Administrator, if you have access to notebooks in an Evernote Business account.

If you are participating as a user of an Evernote Business account, you should know that the Administrator of the Evernote Business account has rights to restrict your access to the Content contained within the Evernote Business account notebooks and also has rights to access, reproduce, distribute and otherwise affect, and impose additional rules regarding, such Content.

However, the Administrator is not provided any information about any personal Evernote account you may have (we will not tell them), none of your rights in your personal account are affected if you also have access to notebooks in an Evernote Business account, and the Content in your personal account is not accessible, or otherwise affected, by the Administrator.

How Does Evernote Respond To Copyright Or Other Intellectual Property Violations?

We respond to clear and complete notices of alleged infringement of copyright, trademark or other intellectual property laws that satisfy the requirements in these Terms (which we believe to comply with the United States Digital Millennium Copyright Act [www.copyright.gov] and other applicable laws). If you believe that your intellectual property rights have been violated, please notify our Compliance team through our [IP Rights Compliance Program](#) and we will investigate. Note that each owner of intellectual property is responsible for protecting their rights and taking any legal or other action they determine to be appropriate to do so, and Evernote does not accept any obligation to take any particular action to enforce or protect any party's intellectual property rights.

Can Kids Use Evernote?

Of course, but Evernote is not currently directed to children and we expect that use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our Privacy Policy.

In the United States, if you are the sponsor of a Sponsored Group (the "Sponsor"), including an Evernote for Schools group, that includes children under the age of 13, you (or your school) assumes the responsibility for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means that the Sponsor must notify parents/guardians of the information to be collected and obtain parental/guardian consent before collecting

and sharing with the Service the personal information of children under the age of 13 in order to establish an account or use the Service. Schools may under appropriate circumstances provide such consent on behalf of parents/guardians. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafaqs.shtml>.

If you are outside of the United States, please ensure that you are complying with any laws applicable to you before submitting any child's personal information or permitting any child to submit personal information to us. If a school outside the United States wants to enable its students to use Evernote for Schools, Evernote will work with such schools on case by case basis to ensure compliance with any applicable laws regarding the collection of information from minors.

Where Does My Data Go?

The Evernote Service is available worldwide, but our data processing operations take place in the United States. If you use the Service, you acknowledge that you may be sending electronic communications (including your personal account information and Content), through computer networks owned by Evernote and third parties located in California and other locations in the United States and other countries. As a result, your use of the Service will likely result in interstate and possibly international data transmissions, and your use of the Service shall constitute your consent to permit such transmissions.

How Is My Account Closed?

You may close your account with our Service at any time, for any reason (or no reason), and you don't even have to give us notice. However, if you desire to deactivate your account you need to take certain specific steps, which are described [here](#).

Evernote may suspend access to your account, or close your account, with or without notice according to these Terms. Reasons for Evernote suspending or closing your account may include, without limitation: (i) breach or violation of these Terms or any Separate Agreement, (ii) an extended period of inactivity (determined in Evernote's sole discretion), (iii) your nonpayment of any fees or other sums due Evernote or any other party related to your use of the Service, (iv) the discontinuance or material modification of the Service (or any part thereof) or (v) unexpected technical or security issues or problems.

In most cases, in the event we elect to close your account, we will provide at least 30 days advance notice to you at the email address you have provided to us, so you have a chance to retrieve any Content stored on Evernote's servers (unless we determine that we are legally prohibited from enabling you to do so). After the expiration of this notice period, you will no longer be able to retrieve Content contained in that account or otherwise use the Service through that account.

What Happens To My Account When I Die?

Evernote's pledge to protect the privacy of your Content will continue, even after your death or incapacity. If you wish to enable someone to have access to your Content or Account Information after you are no longer able to provide them access, you need to implement a process for providing your Account Information to them. We will not provide your Account Information, or your Content, to anyone, even next of kin, unless we determine that we are legally obligated to do so. We encourage you to include your Account Information, with instructions on how to access your Content, in your will or other estate plans, so that anyone you wish to have access to your account will have the means to do so.

If I Have A Great Idea To Share With Evernote, What Are My Rights?

When you submit any ideas, suggestions, documents and/or proposals relating to the Service (or other products or services) to Evernote through the "Contact Us," User Forum or Support interfaces or through any other mechanism (collectively, "Contributions"), you acknowledge and agree that: (i) your Contributions do not contain confidential or proprietary information; (ii) Evernote is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) Evernote shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way; (iv) Evernote may have something similar to the Contributions already under consideration or in development; (v) your Contributions automatically become the property of Evernote without any obligation of Evernote to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from Evernote under any circumstances.

Does Evernote Serve Ads?

Our business model is to make the Service so valuable that our users will opt to pay for a Premium Service. However, we may display advertisements and promotions on or in connection with the Service, some of which may be paid for by third parties. These messages may promote Evernote products and services, demonstrate various uses of our Service and promote certain third party applications and services that work with Evernote. We will pledge to you that we will not engage in any data mining of your information or Content in order to target advertising at you.

Inasmuch as some advertising or other messaging content we provide will be based upon information provided by third parties, we shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any advertisements or other messages. Furthermore, your interactions with advertisers

found on or through the Service, including, without limitation, all reliance upon advertising, all commercial transactions and legal obligations associated therewith, are solely between you and such advertisers.

What Else Do I Need To Know?

Third-Party Links.

We may include or recommend third party resources, materials and developers and/or links to third party websites and applications as part of, or in connection with, the Service. We have no control over such sites or developers and, accordingly, you acknowledge and agree that (i) we are not responsible for the availability of such external sites or applications; (ii) we are not responsible or liable for any content or other materials or performance available from such sites or applications and (iii) we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, materials or applications.

Indemnity.

You agree to indemnify and hold Evernote, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Service, any violation of these Terms of Service or any other actions connected with your use of the Service (including all actions taken under your account). In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

The Service Is Available "As Is." YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVERNOTE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) EVERNOTE DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVERNOTE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EVERNOTE, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF EVERNOTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE; (v) EVERNOTE'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED PRODUCT OR SERVICE; (ix) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR (x) ANY OTHER MATTER RELATING TO THE SERVICE.

Exclusions and Limitations.

NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE

MAXIMUM EXTENT PERMITTED BY LAW.

If Evernote Has To Send Me Notice Of Something, How Will That Happen?

This is another reason why it's important for you to make sure your Account Information is accurate, complete and up to date. We may provide you with notices by email, regular mail or postings on the web site(s) related to the affected Service.

How Can I Send A Notice to Evernote?

Except where these Terms or any Separate Agreement specifically provide for use of a different means or address for notice, any notice to Evernote must be delivered by email to compliance AT evernote DOT com. This email address may be updated as part of any update to these Terms of Service. If you are unable to deliver notice via email, you may send a notice to us at the following address (as applicable to your Service provider):

Evernote Corporation

305 Walnut Street
Redwood City, California 94063 USA
Attention: General Counsel

Evernote GmbH

Josefstrasse 59
8005 Zurich, Switzerland
Attention: Legal Notice

Evernote Do Brasil Servicos De Aplicacoes Ltda

Avenida Paulista, no 2.300
Andar Pilotis
Edifício São Luiz Gonzaga
CEP: 01310-300, São Paulo/SP
Attention: Legal Notice

Are There Countries Where I'm Not Allowed To Use Evernote?

You may not use or otherwise export the Service or any Evernote Software except as authorized by United States law and the laws of the jurisdiction in which the Service is hosted and accessed by you, or where you use any of the Evernote Software. In particular, but without limitation, the Evernote Software may not be (i) exported or re-exported into any U.S. embargoed countries or (ii) provided to or used by anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list, and shall not use the Service in any such country.

What Law Applies To My Use Of Evernote?

If you are a resident of the United States or Canada, these Terms and the relationship between you and Evernote (including any dispute) shall be governed in all respects by the laws of the State of California, United States of America, as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to its conflict of law provisions.

If you reside in Brasil, these Terms and the relationship between you and Evernote (including any dispute) shall be governed in all respects by the laws of Brasil and shall be considered to have been made and accepted in Brasil, without regard to conflict of law provisions.

If you reside outside of the United States, Canada, and Brasil, these Terms and the relationship between you and Evernote (including any dispute) shall be governed in all respects by the laws of Switzerland and shall be considered to have been made and accepted in Switzerland, without regard to conflict of law provisions.

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

What Do I Do If I Think I Have A Claim Against Evernote?

Let us Know About Your Complaint.

We want to know if you have a problem so we encourage you to contact our [Customer Support team](#) if you have any concerns with respect to the operation of the Service or any Evernote Software, as we want to ensure that you have an excellent experience.

Initiating a Formal Claim.

If you conclude that we have not satisfied your concern and that you must pursue legal action, you agree that your claim must be resolved exclusively by the processes set forth in these Terms. Evernote provides the Service to you on the condition that you accept the dispute resolution provisions described below, so if you initiate any claim against Evernote in any other manner, you shall be in violation of these Terms and you

agree that Evernote shall be entitled to have such action dismissed or otherwise terminated and you agree to reimburse Evernote for its reasonable costs incurred in defending against such improperly initiated claim. You agree that, prior to initiating any formal proceedings against Evernote, you will send us a notice to our attorneys at legalnotice AT Evernote DOT com and state that you are providing a "Notice of Dispute." Upon receipt of a Notice of Dispute, you and we shall attempt to resolve the dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. If the dispute remains unresolved, either you or we may initiate formal proceedings according to these Terms.

Except where our dispute is being resolved pursuant to an arbitration (as provided below), if you are a resident of the United States or Canada, you agree that any claim or dispute you may have against Evernote must be resolved exclusively by a state or federal court located in San Mateo County, California. You agree to submit to the personal jurisdiction of the courts located within San Mateo County, California for the purpose of litigating all such claims or disputes.

Except where our dispute is being resolved pursuant to an arbitration (as provided below), if you reside in Brazil, you agree that any claim or dispute you may have against Evernote must be resolved exclusively by the courts in Sao Paulo, Brazil. You agree to submit to the personal jurisdiction of the courts located within Sao Paulo, Brazil for the purpose of litigating all such claims or disputes.

Except where our dispute is being resolved pursuant to an arbitration (as provided below), if you are not a resident of the United States, Canada, or Brazil you agree that any claim or dispute you may have against Evernote must be resolved exclusively by the courts in Zurich, Switzerland. You agree to submit to the personal jurisdiction of the courts located within Zurich, Switzerland for the purpose of litigating all such claims or disputes.

Alternative Dispute Resolution Process.

Unless you are subject to the Arbitration Agreement set out below, if a claim arises between you and Evernote where the total value of such claim is less than US\$10,000, the party initiating the claim may elect to have the dispute resolved pursuant to a binding arbitration process that does not require attendance in person. This "Alternative Dispute Resolution Process" shall be initiated by either party sending notice to the other, in which event you and Evernote agree to use our reasonable efforts to agree within thirty (30) days upon an individual or service to manage the Alternative Dispute Resolution Process (the "Arbitration Manager") according to the following requirements: (i) neither party shall be required to attend any proceeding in person, (ii) the proceeding will be conducted via written submissions, telephone or online communications or as otherwise agreed upon, (iii) the fees for the Dispute Manager will be borne equally by the parties or be submitted to the Dispute Manager to determine as part of the dispute and (iv) the judgment rendered by the Arbitration Manager may be entered in any court of competent jurisdiction for enforcement.

Arbitration Agreement.

If you reside in the United States or are otherwise subject to the US Federal Arbitration Act, you and Evernote agree that any and all disputes or claims that have arisen or may arise between us - except any dispute relating to the enforcement or validity of your, our or either of our licensors' intellectual property rights - shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. (Note that if you were an Evernote Service user prior to December 4, 2012 and formally elected to opt out of the Arbitration Agreement pursuant to the procedures set out in our Terms of Service that were effective as of December 4, 2012, you are not subject to this Arbitration Agreement.)

Our arbitration proceedings would be conducted by the American Arbitration Association ("AAA") under its rules and procedures applicable at that time, including the AAA's Supplementary Procedures for Consumer-Related Disputes (to the extent applicable), as modified by our Arbitration Agreement. You may review those rules and procedures, and obtain a form for initiating arbitration proceedings at the [AAA's website](#). The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is US\$10,000 or less, either of us may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on us subject to the arbitrator's discretion to require an in-person hearing. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Evernote users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court possessing jurisdiction over the parties, except for a limited right of appeal under the Federal Arbitration Act.

The AAA rules will govern the payment of all filing, administration and arbitrator fees, unless our Arbitration Agreement expressly provides otherwise. If the amount of any claim in an arbitration is US\$10,000 or less, Evernote will pay all filing, administration and arbitrator fees associated with the arbitration, so long as (i)

you make a written request for such payment of fees and submit it to the AAA with your Demand for Arbitration and (ii) your claim is not determined by the arbitrator to be frivolous. In such case, we will make arrangements to pay all necessary fees directly to the AAA. If the amount of the claim exceeds US\$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Evernote will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse Evernote for all fees associated with the arbitration paid by Evernote on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

YOU AND EVERNOTE AGREE, AS PART OF THE ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. WE REFER TO THIS AS THE "PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS." UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN YOUR OR OUR CLAIM WITH ANOTHER PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY ONLY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER EVERNOTE USERS.

Except with respect to the Prohibition of Class and Representative Actions, if a court decides that any part of this Arbitration Agreement is invalid or unenforceable, the other parts of this Arbitration Agreement shall continue to apply. If a court decides that the Prohibition of Class and Representative Actions is invalid or unenforceable, then the entire Arbitration Agreement shall be null and void. The remainder of the User Agreement and its Legal Disputes Section will continue to apply.

Claims Are Time-Barred.

You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

Anything Else?

A couple of final, but important, points. First, these Terms constitute the entire agreement between you and Evernote and govern your use of the Service, except, and then only to the extent that you have entered into a Separate Agreement. These Terms supersede any prior agreements or earlier versions of these Terms between you and Evernote for the use of the Service. If, through accessing or using the Service, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms shall not affect your legal relationship with such third party.

Second, you acknowledge and agree that each affiliate of Evernote shall be a third party beneficiary to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or provides rights in favor of) them. Other than this, no other person or company shall be a third party beneficiary to these Terms.

Finally, the section headings in these Terms of Service are for convenience only and have no legal or contractual effect.

Products

Evernote
Skitch
Penultimate
Evernote Web Clipper
Evernote Hello
Evernote Food
Evernote Clearly
Evernote Peek
The Trunk

About

Company Info
Careers
Contact
Store
Trademark
Terms Of Service
Privacy Policy
Legal Information
Security

Support

Support Home
Knowledge Base
Forum

Premium

For Individuals
For Business
For Schools

Community

Blog
Twitter
Facebook
Video
Ambassadors
Developers

Like 314k

English (US) Help translate

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Policies & Principles

Google Terms of Service

Last modified: March 1, 2012

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Thanks for using our products and services ("Services"). The Services are provided by Google Inc. ("Google"), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

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In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

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You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

If you learn of any unauthorized use of your password or account, [follow these instructions](#).

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We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

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as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

You can find more information about how Google uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

About Software in our Services

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Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Google may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim,

suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).