

Terms of Use

These Terms of Use ("Terms") apply to all non-enterprise users of the JotForm Services ("Services"). **If you are an enterprise user, the Services Agreement between you and JotForm governs your use of the Services** rather than these Terms.

These Terms govern your use of the Services provided to you by JotForm Inc. ("JotForm" or "Company" as used in these Terms) at the website located at <https://www.jotform.com> (the "Site"). By using the Services, you are stating that you have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use the JotForm Services.

As used in these Terms, "you" and "Customer" refers to you as our customer personally, and/or the company or other entity who is our customer, who is or will be using our non-enterprise services. The terms "we" and "our" refer to JotForm.

1. Who May Use the Services

Except for our free version of the JotForm Services, your right to use the Services depends on you timely paying the required fees. You agree to use the Services only as permitted in these Terms.

You accept and assume sole responsibility for your use of the Services.

You may not share your log-in info/credentials with any other person or entity.

2. Limitations on Use of the Services

You agree that you will at all times use the Services consistent with all applicable laws and regulations, not violating any law, legal right or protection, regulation, legal prohibition, privacy right, or intellectual property right.

THIS INCLUDES BUT IS NOT LIMITED TO LAWS AND REGULATIONS PERTAINING TO EMAIL SOLICITATION, SPAM, FINANCIAL AND MONETARY SCHEMES, PHISHING, COMPUTER FRAUD, COMPUTER CRIMES, UNAUTHORIZED COLLECTION OR USE OF DATA OF ANY KIND INCLUDING BUT NOT LIMITED TO DATA THAT IS PROTECTED BY LAW, FRAUD, DECEPTION, INVASION OF PRIVACY, DEFAMATION, DISCRIMINATION, HARASSMENT, TERRORISM, AND THE LIKE.

YOU MAY NOT USE THE JOTFORM TO COLLECT, USE, OR DISCLOSE PERSONAL INFORMATION PROTECTED FROM ANY OF THESE ACTIVITIES UNDER PRIVACY LAWS. YOU FURTHER AGREE TO NOT USE THE SERVICE TO COLLECT, USE, OR DISCLOSE CREDIT CARD INFORMATION OR ANY TYPE OF LOGIN CREDENTIALS. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY DATA PROTECTION AND PRIVACY LAWS AND RULES APPLICABLE TO THE SENSITIVE INFORMATION.

YOU AGREE THAT JOTFORM MAY TEMPORARILY OR PERMANENTLY DISABLE YOUR ACCESS TO THE SERVICES IF WE HAVE A GOOD FAITH BELIEF THAT YOU HAVE USED THE SERVICES IN VIOLATION OF LAW OR OF ANY PERSON'S LEGAL RIGHTS.

You and agents hereby forever release JotForm from any and all responsibility for any and all wrongs and violations committed by you relating to your use of the Services.

As between JotForm and you, you accept and have sole responsibility for and ownership in the Data that is posted to your account. "Data" as used in these Terms refers to information and data submitted by third parties on/in forms used by you as part of the Services, of whatever nature, including but is not limited to text, characters, numbers, visual content, audio content, software, music, sound, photographs, graphics, messages, tags, and the like. Neither your personal data or your confidential information is "Data" for purposes of these Terms.

You agree that we have the right to immediately suspend your use of the Services without prior notice and without any obligation or refund of fees you've paid us if you violate any provision of this section 2.

3. Your Account Terms

You may not access the JotForm Services through automated methods, such as the use of robots or other computer code which calls the Services, except where we've given you express written permission.

Each user must provide a valid email address and any other information requested in order to fully complete the signup process and create a login. You may only create a separate login for as many Users as your current JotForm Plan allows. The sharing of your JotForm Account login credentials is strictly prohibited. You are responsible for maintaining the security of each User's account, username and password and for ensuring that each User associated with your JotForm Account complies with these Terms.

JotForm is not liable for any loss or damage from your (or your Users') failure to comply with these Terms. You are solely responsible for all Data posted to your account, whether or not you personally posted the Data.

4. Forms and Submissions

JotForm does not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials you use, gather, submit, or make available to others through the use of the JotForm Services (“Forms and Submissions”). As between JotForm and you, you own all rights to your Forms and Submissions. When you make a Form, Submissions page, or Report “public”, you grant JotForm a worldwide and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your Forms and Submissions (in whole or in part) in any format or medium now known or later developed. Submissions and Reports will only be made public with your permission. JotForm does not pre-screen forms or submissions and you agree that you are solely responsible for all of your Forms and User Submissions.

5. Payments, Renewals, Credit Card Details, Downgrades, Refunds

Payments. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, except for sales taxes as we may be required to add under local law. You shall be responsible for payment of all such taxes, levies, and duties, including any sale or value-added taxes and similar taxes and duties imposed by any governing authority in any jurisdiction in connection with your use of the JotForm Services.

JotForm offers payments through third-party payment processors. By making payments to us for JotForm services, you indicate that you have reviewed the Terms of Services and privacy policy of the payment processor for the country in which you are located and agree to both.

Automatic Renewal. Paid accounts are subscriptions. This means that you will be billed in advance on a recurring, periodic basis. Your JotForm subscription will automatically renew at the end of each billing cycle until you cancel your JotForm subscription by selecting the starter plan on the [billing page](#). You can also cancel your JotForm subscription by submitting a request to the [JotForm Support Team](#). If you downgrade, your account will remain at your current plan through the end of your current billing cycle.

Credit card details. If you have elected to pay the fees for a JotForm subscription by credit card, you warrant that the credit card information you provide is correct and that you will promptly notify us of any changes to such credit card information. You agree that if your credit card payment cannot be processed for any reason, JotForm may suspend or cancel your JotForm subscription.

Downgrades. Downgrading your JotForm account plan may cause the loss of features or capacity of your account. To the extent permitted by applicable law, JotForm does not accept any liability for such losses. Downgrading your subscription will not cause you to lose your forms or your data.

Cancellation. Paid plans are subscriptions that auto-renew by default. You can cancel auto-renew at any time to cancel your subscription. To cancel your JotForm subscription at any time, go to the Billing section of your account, and downgrade your account to the free

Starter plan. If you're logged into your account, you can simply click Downgrade below the Starter option on the pricing page. You can delete your account entirely by clicking Delete My Account on your Account Settings page. Canceling auto-renew prevents your payment method from being charged at your next billing date, or if you pay by invoice, prevents your next invoice from being issued. Your current subscription (the time you already paid for) isn't affected, so you'll continue to be able to access and benefit from paid features until the plan downgrades on your next billing date.

30 Day Money Back Policy. If for any reason you decide to cancel your account within 30 days of your payment, you will be issued a refund for the full amount. If you purchased your JotForm subscription through the JotForm website or Google Play, please submit a refund request to the [JotForm Support Team](#).

Subscriptions purchased via the Apple App Store are subject to the Apple App Store refund policies – JotForm cannot refund your payment(s) to Apple. To request a refund, please review Apple's refund process: <https://support.apple.com/HT204084>.

6. JotForm's Use of Data

You hereby authorize us to access, use and display Data for the purpose of and to the extent necessary to provide the Services to you, to protect the Data, and to protect our online or computer resources from unlawful cyberattacks. We will not modify any Data, copy Data onto any media, disassemble, decompile or reverse engineer all or any part of the Data, or use, duplicate, transfer, sell, distribute or otherwise disclose the Data to any other party.

7. Trademarks

You shall not use or display the JotForm trademark or logo of the other party without our written permission. This section shall survive termination or expiration of this Agreement.

8. Term and Termination

You shall be permitted to use the Services for the period of time for which you have paid us the required fees to use the Services. You agree that we may immediately terminate this Agreement if you materially breach any provision of this Agreement.

9. Warranties

Mutual Warranty. Each party warrants to the other party that it has the legal power and authority to enter into this Agreement and that the person signing for that party has the authority to bind that party to the terms of this Agreement.

Disclaimer of Implied Warranties. THE SERVICES ARE PROVIDED AS-IS. JOTFORM DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT

LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Defense & Indemnity

You agree that you will defend JotForm against claims or proceedings alleging that Data or our transmission or hosting thereof infringes or violates the rights of a third party or violates data privacy or protection laws, and you agree to indemnify JotForm against damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or in a settlement of the claim approved in writing by you.

11. Limitation of Liability

Limitation on Damages. EXCEPT FOR YOUR OBLIGATION TO PAY FEES, IN NO EVENT SHALL JOTFORM'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING WHEN THE CLAIM AROSE.

Disclaimer of Consequential Damages. EXCEPT AS MAY BE PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR LOST REVENUE OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT.

European Data Collection. If you collect personal data in Europe, you must use the EU Safe Forms feature of JotForm Services.

Additional information for California residents. With regard to the California Consumer Privacy Act of 2018, JotForm Inc. does not sell or share or make available your form data without your express permission. Although we do not sell or share your personal information, if you would like to opt-out from us ever doing so, please submit a written request to our [Customer Support](#) or [fill our opt-out form](#).

Copyright Infringement. JotForm respects the intellectual property rights of others. Accordingly, JotForm has a policy of disabling access to any Submission that violates copyright law, suspending access to the JotForm Services to any user who uses the JotForm Services in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the JotForm Services in violation of copyright law.

12. Other Provisions

Modifications To the Services. JotForm reserves the right to modify the Services with or without notice to you. JotForm shall not be liable to you or any third party for any such modifications.

Email Communications. By giving your email address to JotForm, you agree to receive occasional administrative, announcements, newsletters, sales, and marketing emails from JotForm. You can opt out from these emails by clicking on the "unsubscribe" link at the end of the emails.

No Resale Of the Services. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion the Services, use of the Services, or access to the Services.

Email Delivery. When a third party submits Your forms, by default You will receive the results as an email notification. We endeavor to ensure successful delivery of emails, but we do not guarantee successful delivery of your email notifications. We recommend installing JotForm mobile apps for iPhone, Apple Watch, or Android, and checking the JotForm site daily to make sure You do not miss any form submission notifications.**Form Availability.** JotForm makes no warranty that forms provided by the Services will be available 100% of the time or that they will be error free. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM ANY ERRORS ON A FORM OR UNAVAILABILITY OF A FORM.

13. General

Assignment. You may not assign any of your rights or obligations under this Agreement without the prior written consent of JotForm (not to be unreasonably withheld), except, if you are a company or other entity, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the entity's assets. In the case of an assignment permitted under this section, you agree to ensure that the assignee agrees in writing to the terms of this Agreement.

Relationship of the parties; No Third-Party Beneficiaries. The parties hereto are independent entities. Nothing in this Agreement or any attachment hereto creates or will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law provisions, and of the United States if the issue is federal in nature. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Disputes; Arbitration. The parties agree that all disputes between them shall be finally resolved by binding arbitration before a single neutral arbitrator under the auspices of the American Arbitration Association if the arbitration is filed in the United States, or under the auspices of the ICC (International Court of Arbitration) if the arbitration is filed in a country in which ICC has offices; arbitration shall not be filed or take place in any other location. The arbitrator shall give a written opinion stating the factual basis and legal reasoning for their decision. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated with the arbitration. An arbitration award shall be enforceable in a court of competent jurisdiction over the parties. No claim shall be initiated or filed against the other party more than one year after the cause of action arises. Notwithstanding the foregoing, any request by a party for injunctive relief shall be brought before a court of competent jurisdiction and not through arbitration, nor shall an arbitrator have the authority to issue injunctive relief. THE PARTIES HEREBY VOLUNTARILY WAIVE A TRIAL BY JURY OF ALL CLAIMS.

Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to us to legal@jotform.com.

JotForm shall not be liable to you for any delay or failure to perform hereunder (excluding payment obligations which may be delayed but not excused) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

Except as prohibited by law, English shall be the governing language of this Agreement.

Entire Agreement. This Agreement, together with the Attachments hereto, represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of their parties' agreement and intent. This Agreement supersedes all prior and contemporaneous agreements, proposals, and representations, whether written or oral. The parties agree that any terms or conditions stated or referenced in or on a document or documents other than this Agreement that contradict this Agreement are null and void. No amendment, addendum, or other document the intent of which is to add to or otherwise modify the Agreement, or waiver of any provision of the Agreement, shall be effective unless in writing and signed by both parties.

Severability; Construing; Counterparts. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect. The parties expressly agree that this Agreement shall not be construed against either party as the drafter. This Agreement may be executed in counterparts.

Termination. You agree that JotForm may terminate your JotForm Services membership or suspend your access to all or part of the JotForm Services, without notice, if JotForm determines, in its sole and absolute discretion, that you have violated these Terms. Further, you agree that JotForm shall not be liable to you or any third party for removing your submissions or suspending or terminating your access to the JotForm Services. You may discontinue your participation in and access to the JotForm Services at any time.

Upon termination of this Agreement, for any reason, you agree to cease all use of the JotForm Services. Any termination will not affect your obligations to us under this Agreement (including, without limitation, payments, ownership, indemnification and limitation of liability) which are intended to survive such suspension or termination. We will be entitled to discontinue prospective hosting of Forms and Form Submission Data.

Modifications To Terms. JotForm may, in its sole and absolute discretion, change these Terms from time to time. JotForm will post notice of such changes on the Site. If you object to any such changes, your sole recourse shall be to cease using the JotForm Services. Continued use of the JotForm Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Modifications To JotForm Services. Prices of all JotForm Services, including but not limited to subscription plan fees to the JotForm Services. JotForm reserves the right to modify or discontinue the JotForm Services with or without notice to you. Any subscription(s) that are pre-paid shall not be affected by this notice until the expiration of said subscription(s). Such notice may be provided at any time by posting the changes to the JotForm website or the JotForm Services itself.

JotForm shall not be liable to you or any third party should JotForm exercise its right to modify or discontinue the JotForm Services.

JotForm shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services as envisaged under Termination section.

JotForm shall not be liable in any event for matters which arise due to circumstances beyond our reasonable control.

Links. JotForm's provision of a link to any other website or Internet resource is for your convenience only and does not signify JotForm's endorsement of such other web site or resource or its contents. JotForm shall have no responsibility or liability for any information, software, or materials found at any other web site or Internet resource.

JotForm is not responsible for the content on the Internet or World Wide Web pages that are contained outside the Websites. As a convenience to our members, JotForm provides links to resources. JotForm makes no representations as to the quality, suitability, functionality or

legality of any websites to which JotForm may provide links, and you hereby waives any claim you or the User may have against JotForm with respect to any such websites. Unless you have a written agreement or a specific consent in effect with JotForm which states otherwise, links to the Websites may be provided only in the following manner: (a) links must not suggest or otherwise create the false appearance that JotForm is affiliated with any person or entity, or that JotForm otherwise endorses, sponsors or affiliated with any product or service; (b) the appearance, position and other aspects of any link to the Websites may not be such as to damage or dilute the goodwill associated with the JotForm name and Trademarks; (c) all links to the Websites must "point" to the URL "www.jotform.com" and not to other pages within the Website; (d) all links to the Website, when activated by a user, must not display the Website within a "frame" on the linking website, or any other website.

Indemnification. You agree to indemnify, defend, and hold harmless JotForm, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your Submissions or any other content) you (or anyone using your account) submits, posts, or transmits through the JotForm Services, (b) your (or anyone using your account's) use of the JotForm Services, (c) your (or anyone using your account's) violation of these Terms, and (d) your (or anyone using your account's) violation of any rights of any other person or entity.

Contracting Entity. If you are located in the United Kingdom ("UK"), the contracting JotForm entity is JotForm LTD; and if you are located in a region outside of the UK, the JotForm entity is JotForm Inc.. For any Services provided by JotForm Inc., references to "JotForm", "we", "us", and "our" are references to JotForm Inc., located at 111 Pine St., Suite 1815, San Francisco, CA 94111, United States of America. For any Services provided by JotForm LTD, references to "JotForm", "we", "us", and "our" are references to JotForm LTD, located at Unit Da2 Sutherland House, 43 Sutherland Road, London E17 6BU, United Kingdom with company number 12668839.

If you are located in the UK, these Terms and the relationship between you and JotForm LTD shall be governed by the laws of England and Wales. If you are located in a region outside of the UK, these Terms and the relationship between you and JotForm Inc shall be governed by the laws of the State of California as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the JotForm Services shall be brought in the Federal or State courts located in California, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

The failure of JotForm to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of JotForm and you as reflected in the provision, and

that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the JotForm Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth in these Terms, shall remain in full force and effect notwithstanding any termination of your use of the JotForm Services.

Third Party Vendors. The User may order or use services through the JotForm Services from third parties not affiliated with JotForm ("Third Party Vendors"). By submitting a request of any kind, including but not exclusive to Vendor Integration Requests, Connections and Interactions through the JotForm Services, you are giving to consent that all requests are authorized by you and that a Vendor may, at their discretion, perform all actions deemed necessary for the performance of service including but not exclusive to implementing vendor integration services into a live production environment without any additional authorization by you.

All matters concerning such services desired from Third Party Vendors, including but not limited to purchase terms, payment terms, warranties, guarantees, license terms, maintenance and delivery, are solely between the Third Party Vendors and the User and should be directed to such particular Third Party Vendor. JotForm makes no warranties or representations whatsoever with regard to any such services or merchandise provided by Third Party Vendors. The User will not consider JotForm, nor will JotForm be construed, as a party to, or a third party beneficiary of, such transactions, whether or not JotForm may have received revenue or other remuneration in connection with the transaction. JotForm will not be liable to the User for any costs or damages incurred by the User or any other person with respect to or arising out of transactions with Third Party Vendors.

Privacy Policy. It is the policy of JotForm to respect the privacy of all Users. Your use of the JotForm Services as well as certain other information about you is subject to the terms and conditions of our [Privacy Policy](#), which is incorporated into these Terms by reference.

Questions

If you have any questions about this terms of use, please feel free to [contact us](#).