

Note: This is a reference copy of the Zapier Platform Agreement from March 20, 2023. These Terms are now outdated and have been replaced with Zapier's current Platform Agreement available at: <https://zapier.com/platform/tos>.

Zapier Platform Agreement

Last Updated: March 20, 2023

[Prior version](#)

Please read this Zapier Platform Agreement (the "Agreement"). You must agree to this Agreement to use the Platform (as defined below). This Agreement grants Zapier, Inc. ("Zapier") permission to use your marketing assets (e.g., your App name and logo) throughout Zapier's website and platform, and on other Zapier Platform participants' apps and websites to promote Integrations (as defined below). As used herein:

- a. "Apps" mean your own branded applications and your application programming interfaces used or relied upon by Integrations and any updates, upgrades, modifications, additions, and versions thereto.
- b. "Documentation" means Zapier's documentation and templates made available to you by Zapier on the Platform website or elsewhere.
- c. "Integrations" mean the integrations and data links that connect Apps with the Platform, and any updates, upgrades, modifications, additions, and versions thereto.
- d. "Libraries" mean Zapier's script libraries made available to you by Zapier on the Platform website or elsewhere, and any updates, upgrades, modifications, additions, and versions thereto.
- e. "Platform" means the Zapier platform made available to you at: <https://zapier.com/platform>, which includes Documentation, Libraries, Zapier APIs, Sample Code, other Zapier materials provided to you via the Platform website, and any updates, upgrades, modifications, additions, and versions thereto.
- f. "Sample Code" means sample code made available by Zapier to the extent not separately licensed under an open-source license.
- g. "Services" mean the Zapier cloud-based automation platform.
- h. "TOS" means the Zapier Terms of Service at: <https://zapier.com/tos>, as may be updated from time to time that governs the use of the Services.
- i. "Zapier APIs" mean Zapier's application programming interfaces made available by Zapier on the Platform, and any updates, upgrades, modifications, additions, and versions thereto.

Thank you for your interest in Zapier and the Platform, which allows you to build Integrations with and between Apps to facilitate the Services. This Agreement governs your use of the Platform. If you are entering into this Agreement on behalf of a company, organization, or other legal entity (an "Entity"), you are agreeing to this Agreement for that Entity and representing to Zapier that you have the authority to bind such Entity to this Agreement, in which case the term "you" shall refer to such Entity. By downloading, installing, or otherwise accessing or using the Platform, you agree that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you may not use the Platform. This Agreement will govern your use of the Platform if there is any conflict between this Agreement and the TOS.

By using or accessing any portion of the Platform, you acknowledge and agree as follows:

1. **Limited License.** Subject to your complete and ongoing compliance with all the terms and conditions of this Agreement, including without limitation, all license limitations, restrictions, and permissions, Zapier grants you the following limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to:
 - a. copy, use, and (where applicable) authorize your employees to use the Documentation internally solely in connection with developing Integrations;
 - b. copy and modify Sample Code strictly for the purpose of developing Integrations;
 - c. copy and use the Zapier APIs strictly for the purpose of linking Integrations; and
 - d. incorporate unmodified Libraries and modified or unmodified Sample Code into Integrations and redistribute the same as part of Integrations solely through the Services.Notwithstanding anything herein, the foregoing license rights are limited to the development and distribution of Integrations solely for the purpose of accessing or interfacing with the Services, as permitted in the Documentation, and in compliance with the Zapier Acceptable Use Policy located at: <https://zapier.com/aup>, as may be updated from time to time.
2. **Restrictions.** By accessing or using the Platform, you represent, warrant, and covenant that you are engaged in the development of software applications (i.e., Apps) and have the authority to integrate Apps with the Services. You will not (or authorize any third party to), directly or indirectly:
 - a. redistribute, sell, lease, license, copy, publicly perform or display, transmit, publish, edit, adapt, create derivative works of, modify, or otherwise use or exploit in any manner any portion of the Platform, except as expressly provided herein;
 - b. distribute, deploy, or otherwise utilize Integrations for any purpose other than to facilitate the integration of apps with the Services;
 - c. use or implement any undocumented feature or API, or use any documented feature or API other than in accordance with applicable Documentation;
 - d. fail to maintain the confidentiality of any non-public aspects of the Platform or fail to use at least the same measures to protect the non-public aspects of the Platform as you use for your own confidential information (and in any case, no less than reasonable care);
 - e. decompile, reverse engineer, or otherwise access or attempt to access the source code for the Platform not made available to you in source code form;
 - f. remove, obscure, interfere with, or circumvent any Platform feature, including without limitation, any copyright or other intellectual property notices, security, or access control mechanism;
 - g. take any action that could subject the Platform (or any part) to third-party terms, including without limitation "open source" software license terms;

- h. copy, frame, or display any elements of the Services through Integrations or Apps, except as expressly authorized by Zapier in writing;
- i. access or use the Platform for any competitive purpose or competitive analysis or disseminate performance information (including uptime, response time, or benchmarks) relating to the Platform or Services;
- j. suggest any affiliation with Zapier, including any suggestion that Zapier sponsors, endorses, or guarantees any Integrations, or App, except for the Platform integration relationship expressly contemplated in this Agreement, or make any representations, warranties, or commitments regarding Zapier or on behalf of Zapier (including with respect to the Services or Platform);
- k. use the Platform for any purpose other than for it was expressly designed; or

l. use or access the Platform in violation of the Acceptable Use Policy.

If you are prohibited from using the Platform under applicable law, you may not use it. You will comply with all applicable laws and regulations (including without limitation laws and regulations related to export controls) in connection with your use of the Platform. ANY USE IN VIOLATION OF THESE LIMITATIONS AND RESTRICTIONS IS STRICTLY PROHIBITED AND UNLICENSED.

3. Reservation of Rights. The Platform is owned by Zapier and licensed, not sold, to you. The Platform and the Services, including, without limitation, all app templates, content, visual interfaces, interactive features, information, graphics, design, compilations, computer code, products, services, and other Platform and Services elements, are protected by copyright, trade dress, patent, and trademark laws of the United States and other jurisdictions, international conventions, and other intellectual property and proprietary rights, and applicable laws. As between you and Zapier, all components of the Platform, including all intellectual property rights therein and thereto, are the sole and exclusive property of Zapier, its affiliates, and/or licensors. Zapier reserves all rights not expressly granted in this Agreement. You do not acquire any right, title, or interest to the Platform, whether by implication, estoppel, or otherwise, except for the limited rights set forth herein. Zapier may monitor Platform usage and limit your access to the Platform, including the number of calls or requests you may make. Zapier may put these limitations in place in its sole discretion, especially if it believes your usage is in breach of this Agreement, may negatively affect the Platform, or may otherwise impose liability on Zapier.

4. Trademarks

- a. To the extent that Zapier approves Integrations and they are activated and made publicly available through the Services, each party (the "Grantor") hereby grants to the other party (the "Grantee") a non-exclusive, non-transferable (except as set forth in Section 19), non-sublicensable right and license to use Grantor's trademarks, trade names, service marks, logotypes or brand identifiers, whether registered or unregistered (collectively, "Trademarks"), solely for the purpose of: (i) in the case of you as the Grantor, marketing and publicizing the Services and the functionality of Integrations that are approved and activated; or (ii) in the case of Zapier as the Grantor, indicating that approved and activated Integrations are available and operable on the Services.
- b. You also hereby grant to third-party Platform participants with applications or application programming interfaces that are approved for the Platform ("Third-Party Participants", and such applications or application programming interfaces, "Third-Party Apps") a non-exclusive, non-transferable (other than to a successor), non-sublicensable right and license to use your Trademarks solely for the purposes of: (i) marketing and publicizing the Third-Party Apps of such Third-Party Participants; and (ii) linking or embedding such Third-Party Apps with Integrations and Apps.
- c. For all private Integrations that have not been approved by Zapier, you hereby grant to Zapier a non-exclusive, non-transferable (except as set forth in Section 19), non-sublicensable right and license to use your Trademarks, solely for the purpose of indicating that the Integrations are available and operable on the Services on a private, invitation-only basis.
- d. Each party reserves all rights to its Trademarks not expressly granted under this Section 4. Any rights (including goodwill) that Grantee acquires by use of the Grantor's Trademarks shall inure solely to the benefit of Grantor. Grantee shall not: (i) use any mark confusingly similar to the Grantor's Trademarks; or (ii) use Grantor's Trademarks in its business names, product/service names, or website domain names. Grantee shall use the Trademarks in accordance with Grantor's guidelines as may be provided by Grantor from time to time, and Grantor shall have the right to review Grantee's use of the Grantor's Trademarks from time to time. Grantee shall remedy any deficiencies in its use of the Grantor's Trademarks, as determined by Grantor in its sole discretion, upon notification by Grantor and in the manner requested by Grantor.

5. Standards for Integrations/Apps. For Integrations, you represent and covenant that you will meet and continue to meet the following standards with respect to Integrations:

- a. *Adherence to Quality.* You will ensure that Integrations meet the standards set forth at: <https://platform.zapier.com/partners/integration-review-guidelines>, as may be updated from time to time.
- b. *Maintenance of Integrations.* You will take reasonable measures to maintain the functionality, quality, availability, and security of Integrations.
- c. *Maintenance of Apps.* You will take reasonable measures to maintain the functionality, quality, availability, and security of Apps.
- d. *Development/Brand Guidelines.* You will comply with Zapier's style guide at: <https://platform.zapier.com/partners/planning-guide> and brand guidelines at: <https://brand.zapier.com>, as may be updated from time to time.

For Integrations to be activated and made publicly available through the Services, Zapier must first approve them at its sole discretion. Zapier reserves the right, but not the obligation, to maintain the functionality, quality, availability, and security of Integrations.

6. Your Other Responsibilities

- a. *Integrations/Apps and End Users.* You are solely responsible, at your own expense, for: (i) Integrations and Apps and their distribution, operation, and support; (ii) your own relationships and agreements with end users regarding their use of Integrations and Apps; (iii) the security of Integrations and Apps; and (iv) Integrations and Apps' compliance with all applicable laws, third-party policies, and terms and conditions.
- b. *User Data.* An end user of the Services and the Apps may access, retrieve, transmit, upload, post, delete, collect, maintain, use, store, or otherwise process (collectively, "Process" or "Processed") certain of their data, content, or information through Integrations ("User Data") for their further use. With respect to such User Data (including from third-party services), you agree:
 - i. to Process the User Data only to the extent enabled by such end user and to ensure that all User Data is Processed in Integrations and Apps in accordance with: (1) your agreement with the end user, a legally adequate privacy policy, and appropriate contextual notices to and consents from end users; (2) all applicable laws; (3) all applicable policies and terms and conditions of any Third-Party Apps or third-party services accessed or linked to Process any User Data; and (4) appropriate measures that protect the privacy and security of User Data;

- ii. to use User Data only to provide user-facing features, and not to transfer or sell User Data for other purposes (e.g., targeting ads, market research, email campaign tracking, and other unrelated purposes);
 - iii. to access only the User Data necessary to implement Integrations and Apps; and
 - iv. not to permit humans (other than the user's intended recipient, if applicable, and the end user themselves) to read User Data, except: (1) if you obtain the end user's affirmative consent; (2) as necessary for security purposes or to comply with applicable law; or (3) your use is limited to internal operations and the User Data (including derivations) have been aggregated and anonymized.
- To Process User Data from the Services, Third-Party Apps or other third-party services, Integrations, and Apps may need to meet certain minimum security and privacy standards. You agree to demonstrate that they meet such standards upon request.
- c. **TOS.** You will not facilitate or encourage any end user to violate the TOS or interfere with their review or acceptance of the same. For the avoidance of doubt, your use of the Platform is subject to this Agreement, not the TOS. If you use Services as an end user, such use remains subject to the TOS.
 - d. **Your Representations, Warranties, and Covenants.** You represent, warrant, and covenant that:
 - i. you have full power and authority to enter into and perform this Agreement and to exploit Integrations and Apps without violating any other agreement or undertaking;
 - ii. Integrations, Apps, and their use will not violate any third-party rights (including intellectual property rights and rights of privacy or publicity) or any applicable laws or regulations;
 - iii. all information that you provide to Zapier is and will be true, accurate, and complete;
 - iv. (1) Integrations will not facilitate any violation of the regulations of the U.S. Department of Commerce, or any other export or import restrictions, laws, or regulations of the United States; and (2) you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; and
 - v. you will not interfere with Zapier's business practices, including with respect to the Services or Platform.

7. Zapier's Rights with respect to Integrations

- a. You hereby grant to Zapier an exclusive (as to third parties), perpetual, irrevocable, sublicensable right and license to copy, modify, use, make derivative works of, improve, update, upgrade, add to, and distribute Integrations in connection with the Services, provided that Zapier will not intentionally remove functionality from Integrations other than to bring them into compliance with this Agreement (including Sections 5 and 6) or to address errors, bugs, security, availability, connectivity, or other similar issues. For clarity, the foregoing exclusivity means that only you (subject to Section 2 and the other terms and conditions of this Agreement) and Zapier (or its sublicensees) may exercise any rights in Integrations, except that either you or Zapier may permit end users to use Integrations in connection with their permitted use of the Services. This license will survive any termination of this Agreement. Zapier may exercise the foregoing rights through contractors providing services to Zapier, solely in their capacities as service providers to Zapier. You agree to provide Zapier with the source code for Integrations upon request.
 - b. You will immediately notify Zapier in writing if you become aware of third parties using Integrations other than in connection with the Services or otherwise in violation of this Agreement, and you will use best efforts to cause such third parties to cease such use. You agree that Zapier will have the right (but not the obligation) to take action against such third party, including by enforcing any intellectual property rights in Integrations against such third party. You will cooperate with Zapier in connection with any such action, including, if necessary, by being joined as a party to such action.
 - c. Zapier may collect and analyze data and other information relating to the provision, use, or performance of the Platform, Integrations, and related systems and technologies. Zapier may: (i) use such data and information to improve and enhance the Platform, Integrations, Services, and/or Zapier business; and (ii) disclose such data and information in aggregated or other de-identified forms in connection with its business. Zapier's Privacy Policy located at: <https://zapier.com/privacy> is hereby incorporated into and made a part of this Agreement.
- 8. Processing of Data.** The parties hereby acknowledge and agree that when an end user uses Integrations to Process User Data, such end user is the "data controller" (as such term is defined under applicable data privacy laws) of their User Data. Zapier is the "data processor" or "service provider," as applicable (as such terms are defined under applicable data privacy laws) of such User Data in Zapier's possession. You are the "data processor" or "service provider," as applicable (as such terms are defined under applicable data privacy laws) of such User Data in your possession. Each party hereby agrees to comply with applicable data privacy laws for any User Data that such party Processes for an end user.
- 9. Registration.** You shall comply with registration or credentialing requirements (if any) established by Zapier for access to the Platform. Platform access keys or credentials are Zapier's Confidential Information and may not be shared with third parties.

10. Feedback; Early Access Release; AI Functions.

- a. Zapier appreciates comments, bug reports, feedback, enhancements, proposals, or suggestions regarding the Platform, Integrations, or Services ("**Feedback**"). Any such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary that you may provide us with), and Zapier may use such Feedback at its discretion, including, but not limited to incorporating such suggested changes into the Platform, Integrations, or Services. You hereby grant Zapier a perpetual, irrevocable, transferable, sublicensable (through multiple tiers), non-exclusive license to so incorporate, modify, create derivative works of, and otherwise use your Feedback (including any ideas, concepts, methods, know-how, or techniques in such Feedback) for any purpose, including to make and sell products and services, without any restriction or obligation to you. In addition, you agree that Zapier may independently create software, tools, or other technology similar to Integrations or Apps.
- b. From time to time, Zapier may, in its sole and exclusive discretion, allow you to access and use certain any alpha, beta, developmental, test, experimental, and/or early-access features of the Platform or Zapier APIs (each, an "**Early Access Release**") with your consent. In consideration for receiving access to an Early Access Release, you hereby agree to the following: (i) any feedback, analysis, suggestions, comments, bug reports, or test results that you provide to Zapier regarding such Early Access Release shall be deemed "Feedback" under Section 10(a) above; (ii) information regarding an Early Access Release shared with you or generated from that Early Access Release, including without limitation, images or recordings of them constitutes Zapier's Confidential Information under Section 16 below; (iii) Early Access Releases may only be made available for a limited amount of time and should not be relied upon for any ongoing needs; (iv) Zapier may, in its sole and exclusive discretion, terminate or discontinue any Early Access Release and/or your specific access to such Early Access Release with or without advance notice; and (v) your participation in using any Early Access Release is solely at your own risk and that no other party, including without limitation, Zapier, shall have any liability to you in connection with or otherwise related to your use of Early Access Releases. Early Access Releases are made available on an "as is" basis, without warranty, representation, or indemnification of any kind, express or implied.

- c. From time to time, Zapier may introduce features and capabilities as part of the Platform or Zapier APIs that utilize artificial intelligence, machine learning, or similar technologies (the "**AI Functions**"). These AI Functions may be developed by Zapier and/or Zapier's third-party providers, and are a part of the Platform or Zapier APIs. You acknowledge and agree that your use of the AI Functions (e.g., Natural Language Actions API) for any Integration will require end users of the Services to agree to the Zapier AI Supplementary Terms, located at: <https://zapier.com/legal/ai-supplementary-terms>.
11. **Third-Party Software and Open-Source Software.** The Platform may be provided in conjunction with other components, including third-party software ("**Third-Party Software**") provided under separate license terms (the "**Third-Party Terms**") and certain Sample Code separately licensed under open-source licenses ("**Open-Sourced Sample Code**"), as described in more detail in the Documentation. Your use of the Third-Party Software and Open-Sourced Sample Code in conjunction with the Platform is subject to the Third-Party Terms or terms of the open-source license governing such Open-Sourced Sample Code, as applicable, and not this Agreement.
12. **Term and Termination.** This Agreement will remain in effect until terminated. You may terminate the Agreement by written notice to Zapier and ceasing all use of or access to the Platform. Zapier may terminate this Agreement at any time for any reason, including without limitation, any actual or suspected misuse or abuse by you of the Platform or any violation of this Agreement. This Agreement, and your rights and licenses hereunder, will terminate immediately upon your breach of this Agreement. Following any termination of this Agreement, you must immediately cease use of the Platform and destroy all copies of any Platform components in your possession. Sections 7 through 19, and Zapier's rights to use your Trademarks under Section 4, shall survive termination of this Agreement. In addition, following termination, you may no longer access any content, data, or information submitted to Zapier relating to the Platform. Zapier will have no obligation or liability resulting from the termination of this Agreement as permitted above.
13. **Disclaimers.** THE PLATFORM (INCLUDING WITHOUT LIMITATION ALL ASSOCIATED DOCUMENTATION, LIBRARIES, ZAPIER APIS, APP TEMPLATES, AND SAMPLE CODE) IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZAPIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, RESULTS, AND NON-INFRINGEMENT. ZAPIER EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF THE PLATFORM AND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION OR FEATURES AVAILABLE THROUGH THE PLATFORM OR THE QUALITY OR CONSISTENCY OF THE PLATFORM OR RESULTS OBTAINED THROUGH ITS USE. ZAPIER HAS NO OBLIGATION TO PROVIDE MAINTENANCE OR SUPPORT FOR THE PLATFORM (OR TO END USERS OF INTEGRATIONS OR APPS) OR TO FIX ANY ERRORS OR DEFECTS. ZAPIER MAY CHANGE THE PLATFORM OR SERVICES (AND FUTURE VERSIONS MAY NOT BE COMPATIBLE WITH INTEGRATIONS OR APPS DEVELOPED USING PREVIOUS VERSIONS); ZAPIER WILL HAVE NO LIABILITY RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ZAPIER MAKES AND ASSUMES NO REPRESENTATIONS, WARRANTIES, COVENANTS, INDEMNIFICATION, OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO INTEGRATIONS OR APPS OR THEIR COMBINATION, INTERACTION, OR USE WITH ANY THIRD-PARTY APPS, THIRD-PARTY SERVICES, THE SERVICES, OR THE PLATFORM.
14. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL ZAPIER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING LOST PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM, EVEN IF ZAPIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL ZAPIER'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TERMS HEREOF EXCEED THE GREATER OF AMOUNTS PAID BY YOU FOR THE PLATFORM, IF ANY, OR FIFTY DOLLARS (US\$50). SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT THE ABOVE LIMITATIONS AND EXCLUSIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
15. **Indemnity.** You shall indemnify, defend (at Zapier's request), and hold Zapier and its affiliates, officers, directors, suppliers, licensors, and other customers harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of Integrations or Apps (except to the extent arising solely out of modifications to Integrations made by Zapier), your relationships or interactions with any end users or other third parties with respect to Integrations or Apps, your use or misuse of the Platform, your Processing of User Data, or your violation of this Agreement, applicable third-party policies or terms and conditions, or any applicable law or regulation. Zapier may, at its own expense, participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Zapier's prior written consent.
16. **Confidential Information**
- a. "**Confidential Information**" means all information that you should reasonably understand to be confidential or proprietary, including non-public aspects of the Services or Platform such as an alpha, beta, or other pre-general release version of the Platform or any component of the Platform (including the Services, app templates, Libraries, Zapier APIs, Sample Code, or Documentation) made available to you by Zapier.
- b. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of an obligation owed to Zapier or anyone else; (ii) was known to you without restriction before its disclosure by Zapier; or (iii) is received from a third party able to provide it to you without restriction.
- c. You shall: (i) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not disclose it to any third party; and (ii) only use Confidential Information to perform your obligations under this Agreement or for the purpose such Confidential Information was made available to you.
17. **Governing Law.** Any claim relating to the Platform or Services shall be governed by the laws of California, without regard to conflict of laws provisions. Disputes arising under this Agreement shall be resolved in the state and federal courts located in the Northern District of California and subject to their sole and exclusive jurisdiction.
18. **Changes to this Agreement.** Zapier may modify this Agreement at any time, including any referenced standards, guidelines, or other documents. Your continued use of any part of the Platform (including any related code, Documentation, app templates, Libraries, Zapier APIs, or Sample Code) or maintaining Integrations after the modification constitutes your acceptance of it. If you do not or cannot agree to the modified Agreement, your sole remedy is to terminate your use of the Platform immediately.
19. **Miscellaneous**
- a. This Agreement constitutes the entire agreement between you and Zapier. It supersedes all prior agreements, negotiations, or other communications between you and Zapier, whether oral or written, with respect to the subject matter hereof. Except as expressly provided herein, it cannot be modified other than in a writing signed by both parties.
- b. If any provision of this Agreement found invalid or unenforceable, then: (i) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed severed from this Agreement; and (ii) the validity and enforceability of the other provisions hereof shall not be affected or impaired.

- c. You may not assign this Agreement, whether expressly or by operation of law, without Zapier's prior written consent, except to a purchaser of all or substantially all your assets, or to a successor by way of merger, consolidation, or similar transaction; provided, however, under no circumstances may this Agreement be assigned to any competitor of Zapier, as determined in its sole and exclusive discretion, without Zapier's prior written consent. Any attempted assignment in violation of this section shall be void and of no effect. Zapier may assign this Agreement without restriction or notice to you. Subject to the foregoing, this Agreement shall be binding on the parties and their respective successors and permitted assigns.
- d. Without limiting the other disclaimers set forth herein, you acknowledge and agree that if Zapier cannot provide the Platform because of any event beyond its control, Zapier will not be in breach of this Agreement.
- e. The failure to exercise, or delay in exercising, a right, power, or remedy provided in this Agreement or by law shall not constitute a waiver of that right, power, or remedy. Zapier's waiver of any obligation or breach of this Agreement shall not operate as a waiver of any other obligation or subsequent breach of the Agreement.
- f. Notices must be in writing and will be deemed provided when delivered. Zapier may provide notice to the email or physical address associated with your Platform account. Your notices to Zapier must be sent by first-class mail or prepaid post to:

Zapier, Inc.
548 Market St. #62411
San Francisco, CA 94104-5401
Attn: Legal

- g. The parties are independent contractors, and this Agreement does not create any agency, partnership, or joint venture.
- h. The Platform is a "Commercial Item" as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." If and to the extent the Platform is supplied to or purchased by or on behalf of a United States government entity or an entity licensing the Platform for or on behalf of a United States government entity, the Platform is licensed: (i) only as a Commercial Item; and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.