



Google Workspace Marketplace Terms of Service

1. Introduction

1.1 The Google Workspace Marketplace ("Market") is owned and operated by Google Inc. Your use of the Market is governed by a legal agreement between you and Google consisting of the Google Terms of Service (found at <https://www.google.com/policies/terms/>) and these Google Workspace Marketplace Terms of Service (together called the "Terms"). In addition, your use of the Market is subject to the Program Policies (found at <https://code.google.com/googleapps/marketplace/policies.html>), and the rating and reviews policies (found at https://support.google.com/marketplace/answer/9281422?visit_id=638896691981782413-353227009&rd=1#zippy=%2Crating-and-review-policies). The Google Workspace Marketplace Terms of Service, Google Workspace Marketplace Program Policies, and Google Terms of Service shall take precedence in that order in the event of a conflict between them, to the extent of such conflict.

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1.3 You accept the Terms by either (a) clicking to agree or accept where these options are presented to you, or (b) actually using the Google Workspace Marketplace. Please do not use the Market unless you agree to the Terms.

1.4 If you are accepting the Terms on behalf of your employer, you warrant that: (a) you have full legal authority to bind your employer; (b) that you have read and understand the Terms; and (c) that you

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third party to accept) the Terms on behalf of a Customer, except where you have been expressly authorized to do so on the Customer's behalf.

1.6 In order to use the Market you must be 13 years of age or older. If you are between 13 and 18 years of age, you must have your parent or legal guardian's permission to use the Market.

2. Google's Provision of Google Workspace Marketplace

2.1 Google may stop (permanently or temporarily) providing the Market (or any features within the Market) to you or to users generally at Google's sole discretion, without prior notice to you. Your access to Products you have previously downloaded through the Market will not necessarily be affected by the unavailability of the Market, as such access is controlled by the developer of each Product.

2.2 Google may disable access to your account - for example, for security reasons or due to your material violation of the Terms. If your account is disabled, you may be prevented from accessing the Market, your account details or any Products or other files that are stored with your account.

2.3 Support for the use and operation of the Market (including how to find, download, and remove Products) is provided by Google in the user interface of the Market application. Google does not provide customer support for Products distributed by third party developers on the Market. Each developer is responsible for determining the level of customer support the developer provides and you should contact the developer directly.

2.4 From time to time, Google may discover a Product on the Market that violates the Google Workspace Marketplace Developer Distribution Agreement or other legal agreements, laws, regulations or policies. In such an instance Google retains the right to remove such a Product from the Market or Google Workspace at its sole discretion.

3. Your Use of Google Workspace Marketplace

3.1 In order to access certain services in the Market, you may be required to provide information about yourself such as your name, address, and billing details. It is your responsibility to ensure that any such information you provide to Google is accurate, correct and up to date.

3.2 You may only use the Market for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the jurisdiction where you use the Market or as noted in Section 11.6 below.

3.3 You must not access (or attempt to access) the Market by any means other than the interface that is provided by Google, unless you have been separately agreed with Google. For example, you must not access the Market through any automated means (including use of scripts or bots).

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8. Termination

8.1 These Terms will continue to apply until terminated by either you or Google as set out below.

8.2 If you want to terminate these Terms, you may do so by ceasing to use the Products obtained through the Market.

8.3 Google may at any time, terminate these Terms with you if (a) you fail to comply with any provision of these Terms; or (b) Google is required to do so by law, or (c) Google decides to no

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indefinitely.

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9.3 NONE OF THE PRODUCTS ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

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10.1 WHEN PERMITTED BY LAW, GOOGLE, AND ITS SUBSIDIARIES AND AFFILIATES, WILL NOT BE RESPONSIBLE FOR: LOST PROFITS OR REVENUES, LOSS OF DATA, FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

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10.4 WE RECOGNIZE THAT IN SOME COUNTRIES, YOU MIGHT BE A CONSUMER. IF YOU ARE USING THE MARKET OR PRODUCTS AS A CONSUMER, THEN NOTHING IN THESE TERMS LIMITS ANY CONSUMER LEGAL RIGHTS OR REMEDIES UNDER YOUR CONTRACT.

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11. General Legal Terms



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11.5 Google is allowed at any time either to assign or subcontract all or part of its role under these Terms to one or more Google entities. Where Google has assigned or subcontracted all or part of our role, Google shall be responsible for any breach of these Terms by the relevant assignee or subcontractor.

11.6 a. If you use the Market or Products available through the Market for business purposes: These Terms and your relationship with Google under these Terms shall be governed by the laws of the State of California, U.S.A., without regard to its conflict of laws provisions. You and Google agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California, U.S.A., to resolve any legal matter arising from these Terms. Notwithstanding this, you agree that Google shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

b. If you use the Market or Products available through the Market for personal purposes: The courts in some countries will not apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Santa Clara County, California, U.S.A., then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, 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, U.S.A., and you and Google consent to personal jurisdiction in those courts.

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