

CONTRACT NAME: AGREEMENT BETWEEN AUTOMATTIC.COM
(WORDPRESS.COM) AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This licensing agreement with Automattic.com provides access to WordPress.com. WordPress is an online hosting platform for the DaVinci Charter Academy student newspaper, *The Vitruvian*.

FISCAL IMPACT: The \$99 yearly cost of this service is included in the approved budget.

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Contact Us

For **WordPress.com support** requests and billing issues, please contact our 24/7 support team. Get support for Akismet, Cloudup, Gravatar, Jetpack, Longreads, Polldaddy, Simplenote, Simperium, VaultPress, WooCommerce, or WordPress.com VIP Hosting.

For **press inquiries** or to download a logo, visit our Press page.

For **complaints** (spam, abuse, legal, copyright, impersonation, slander, annoyance), please visit our Complaints page. If you believe material on any of our services infringes on your copyright(s), please see our DMCA page.

To report WordPress.com **security** issues, or security issues with any Automattic product, see our Security page.

Please do not use our voicemail, postal mail, or contact form for billing

If none of those are a good fit you can contact our general mailbox below, and should hear back within a few weeks.

Submitted!

Thank you! Your bits are flying through cyberspace towards me as you read this. I'll get back to you ASAP.

questions, support, or complaints. Please use the support links listed above.

Our voicemail is (877) 273-3049.

If you want to mail us something, please send it to:

Automattic Inc.
60 29th Street #343
San Francisco, CA 94110
United States of America

CONTACT US

DIVERSITY

PRESS

PRIVACY POLICY



1. **Home**

2. **About Us**

3. **News**

4. **Work With Us**

© Automattic Inc., purveyors of fine blogging and site-building services since 2005.

Thank you for your time.

The gist:

We (the [folks at Automattic](#)) run a blog and website hosting platform called [WordPress.com](#) and would **love** for you to use it. WordPress.com's basic service is free, and we offer [paid plans](#) for advanced features such as a custom domain name, extra storage, and access to premium themes. Our service is designed to give you as much control and ownership over what goes on your website as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your website.

If you find a WordPress.com website that you believe violates these Terms of Service, please [visit our dispute resolution & reporting page](#).

We also have additional services and products designed to make the web a better place like [WordPress.com VIP](#), [WooCommerce](#), [Longreads](#), [VaultPress](#), [Akismet](#), and [Jetpack](#).

(We've made the below Terms of Service available under a [Creative Commons Sharealike](#) license, which means you're more than welcome to repurpose it for your own use. Just make sure to replace references to us with ones to you, and if you don't mind we'd appreciate a link to WordPress.com somewhere on your website. We spent a lot of money and time on the below, and other people shouldn't need to do the same.)

Terms of Service:

The following terms and conditions ("Terms") govern all use of the WordPress.com website and all content, services, and products available at or through the website, including, but not limited to, Jetpack ("Jetpack"), VaultPress ("VaultPress"), and WordPress.com VIP ("VIP Service"), (taken together, our "Services"). Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, [Automattic's Privacy Policy](#)) and procedures that may be published from time to time by Automattic (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

We use the term "Designated Countries" to refer to Australia, Canada, Japan, Mexico, New Zealand, and all countries located in the European continent. If you reside in the "Designated Countries," your agreement is with Aut O'Mattic A8C Ireland Ltd. If you reside outside of the "Designated Countries," your agreement is with Automattic Inc.

We refer to Aut O'Mattic A8C Ireland Ltd. and Automattic Inc. collectively as "Automattic" or "we" throughout this agreement.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by Automattic, acceptance is expressly limited to these Terms.

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (16 years or older in the European Union).

Use of our Services requires a WordPress.com account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that

- **Your WordPress.com Account and Website.** If you create a blog or website on WordPress.com, you are responsible for maintaining the security of your account and blog, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the blog. You must immediately notify Automattic of any unauthorized uses of your blog, your account, or any other breaches of security. Automattic will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors.** If you operate a blog, comment on a blog, post material to WordPress.com, post links on WordPress.com, or otherwise make (or allow any third party to make) material available (any such material, “Content”), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using WordPress.com, you represent and warrant that your Content and conduct do not violate these Terms or the [User Guidelines](#). By submitting Content to Automattic for inclusion on your website, you grant Automattic a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting your blog. This license allows Automattic to make publicly-posted content available to third parties selected by Automattic (through [Firehose](#), for example) so that these third parties can analyze and distribute (but not publicly display) your content through their services. You also give other WordPress.com users permission to share your Content on other WordPress.com websites and add their own Content to it (aka to reblog your Content), so long as they use only a portion of your post and they give you credit as the original author by linking back to your website (the [reblogging function](#) on WordPress.com does this automatically!). If you delete Content, Automattic will use reasonable efforts to remove it from WordPress.com, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Automattic has the right (though not the obligation) to, in Automattic’s sole discretion, (i) reclaim your username or website’s URL due to prolonged inactivity, (ii) refuse or remove any content that, in Automattic’s reasonable opinion, violates any Automattic policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of WordPress.com to any individual or entity for any reason. Automattic will have no obligation to provide a refund of any amounts previously paid.
- **Web Traffic.** We use a third party, comScore, Inc. (“comScore”), to measure WordPress.com’s audience and usage. By hosting your site on WordPress.com, you agree to assign the traffic relating to your website to Automattic and authorize us to sign a Traffic Assignment Letter on your behalf for comScore audience measurement reports. Your website’s traffic will be included under Automattic. You understand that your website will not receive credit for traffic in these reports, and you must not assign your website’s traffic to any other party. If we or comScore require additional documentation to verify ownership of your website or domain name, you agree to make reasonable efforts to accommodate such requests.
- **HTTPS.** We offer free HTTPS on all WordPress.com sites by default, including those using custom domains, via [Let’s Encrypt](#). By signing up and using a custom domain on WordPress.com, you authorize us to act on the domain name registrant’s behalf (by requesting the necessary certificates, for example) for the sole purpose of providing HTTPS on your site.
- **Advertisements.** Automattic reserves the right to display advertisements on your blog unless you have purchased a plan that includes the removal of ads.
- **Attribution.** Automattic reserves the right to display attribution text or links in your site footer or toolbar, attributing WordPress.com or the theme author, for example. The toolbar may not be altered or removed. Attribution text or links may only be hidden if you are subscribed to WordPress.com Business or VIP.
- **Friends of WP.com Themes.** By activating a partner theme from the Friends of WP.com section of our themes directory, you agree to that partner’s terms of service. You can opt out of their terms of service at any time by de-activating a partner theme.
- **VIP Service.** VIP Hosting/Support and VIP Support services are provided by Automattic under the terms and conditions for each such service, which are located at vip.wordpress.com/hosting-tos and

2. Jetpack.

- **Description.** Jetpack is a plugin that connects your self-hosted WordPress website to WordPress.com's infrastructure to give you the most powerful WordPress.com features.
- **Jetpack Content.** You're fully responsible for the content of any website you own that runs Jetpack ("Jetpack Content").
- **License.** You agree that we may scan your website, and compile aggregated/anonymized statistics for our internal use to optimize Jetpack's performance.
- **Features.** Jetpack includes various features, and you can visit [Jetpack.com](#) to learn more about them. Some features, like Enhanced Distribution, when activated, will include your Jetpack Content in [Firehose](#). By activating these features, you grant us permission to display your Jetpack Content on WordPress.com for the purpose of distributing and promoting your website. Some features are on by default and others you need to enable manually. You can see which features are active, and activate and deactivate features, on your dashboard.
- **Storage of Information.** Certain Jetpack features rely on WordPress.com servers to function, such as those that allow you to send email, publish links, relate posts to each other, or resize images. To take advantage of the performance boosting features of Jetpack, certain information about the content, settings, and setup of your site are synced with our servers, as described on our ["What Data Does Jetpack Sync?" support page](#).

3. VaultPress.

- **Description.** VaultPress is a subscription-based security and backup service for self-hosted WordPress websites.
- **VaultPress Content.** VaultPress will backup your WordPress content (e.g., your WordPress database, plugins, themes, and uploads, as well as some additional files, as described [this introduction to VaultPress](#)) ("VaultPress Content"). You can view the Content that VaultPress backs up via [your VaultPress dashboard](#). You're fully responsible for your VaultPress Content. It's your responsibility to ensure that your website's Content abides by applicable laws and by these Terms. We don't actively review the VaultPress Content.
- **Access.** If you lose access to your WordPress.com account, you may not be able to access your backed up VaultPress Content.
- **License.** By using VaultPress, you grant us access to your website's servers for the purpose of backing up and securing your VaultPress Content, and restoring files and database information (which may include access details for multiple servers or accounts for each website that we backup). In order to address security vulnerabilities, we may push an upgrade to your site, or we may access your site to remove malicious code. We may also scan VaultPress Content, and compile aggregated/anonymized statistics for our internal use to optimize the performance of the VaultPress service. You also grant us a worldwide, royalty-free, and non-exclusive license to copy and store your VaultPress Content, to the extent necessary to operate the VaultPress service. These Terms don't give us any rights in your VaultPress Content, beyond those we need to operate VaultPress. You own your VaultPress Content.
- **Prohibited Uses.** When using VaultPress, you agree not to:
 - Publish material or engage in activity that is illegal under applicable law.
 - Use VaultPress to overburden Automattic's systems, as determined by us in our sole discretion.
 - Disclose the sensitive personal information of others.
 - Send spam or bulk unsolicited messages.
 - Interfere with, disrupt, or attack any service or network.
 - Distribute material that is or enables malware, spyware, adware, or other malicious code.
- **Cancellation.** If you cancel your subscription to VaultPress, we will queue your backed-up VaultPress Content for deletion.

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ered via [WooCommerce](#), [WooCommerce Services](#), or WordPress.com that enable you to sell items (goods, content, services, etc.) on your website (“Ecommerce Features”). If you use WooCommerce, the [WooCommerce Use Terms](#) also apply.

- **Usage of Information.** WooCommerce Services may require Automattic’s servers, a connection to our partners, and/or data from your site, to work, as described on our [“What Data Does Jetpack Sync?” support page](#).
- **Prohibited Uses.** You may not use Ecommerce Features for any unlawful purposes, or in furtherance of illegal activities. We may terminate your access to Ecommerce Features if we determine (in our sole discretion) that your use is in any way harmful or objectionable. If your store is on WordPress.com, you must not violate our [User Guidelines](#) or [Store Guidelines](#).
- **Third Party Services.** You may choose to set up and/or use third party services, such as [Stripe](#) or [PayPal](#) to collect payment, [TaxJar](#) to calculate taxes, or [EasyPost](#) to manage shipping. If you do so, be aware that some of your — and your customers’ — data may be passed to the respective third party, and the respective third party’s terms of service, privacy policy, and other policies may apply. We are not involved in these relationships. Please note that some of these third party services (like TaxJar) may be enabled by default, but you may disable them before your store is set up. If you do not want to use these third party services, please disable them.
- **Tax Calculations.** Tax Calculations are provided by [TaxJar](#). You are responsible for all taxes and fees associated with your ecommerce activities. You must collect, report, and/or pay the correct amounts to the appropriate authorities, if applicable, and if needed, inform your customers about any taxes they may be required to pay and issue appropriate invoices. While some Ecommerce Features allow you to include sales taxes or Value Added Taxes in transactions, you should not rely solely on these features. We make our best efforts to keep our content and documents up-to-date, but because the tax law changes rapidly, we cannot guarantee that all the services are completely current. Tax laws differ from jurisdiction to jurisdiction and may be subject to different interpretations by different authorities. We recommend you consult an appropriate tax professional for your specific tax situation.
- **Shipping Services.**
 - Shipping labels are provided by [EasyPost](#) and allow you to take advantage of real-time shipping rates to purchase postage and print shipping labels from certain mailing services, such as [USPS](#) and [Canada Post](#). We act only as an intermediary between you and these third parties; we are not involved in any way with your product or its shipment. We also do not warrant that the results you obtain from the use of these services (rates and labels, for example) will be accurate or reliable.
 - You are solely responsible for compliance with all applicable rules and regulations, including domestic and international shipping and customs regulations and those of the relevant mailing service. For example, if you use USPS postage, you will need to comply with their [shipping restrictions](#) and [mailing standards](#), among others.
 - In addition, you are solely responsible for customs charges, import taxes or duties, or any other charges related to your shipments. If any charges are assessed against us as a result of your use of the shipping services, you will reimburse us for the full amount within 7 days.
 - You authorize us to charge you for the fees associated with each shipping label you create. Each fee will be charged separately to the payment method you provided in your WordPress.com account, which you can view and manage as described [the Payments support page](#). If you have multiple payment methods, you can select which should be used for the shipping label service. If we are unable to collect payment from you for these fees, you will be responsible for payment within 7 days; please contact us to remit payment.
 - Refunds for unused shipping labels must be requested in your store’s wp-admin within 30 days of creating the label. Please note that depending on your bank and the third party involved, it may take up to 45 days for your refund to issue. If you haven’t received your refund within this time frame, please contact us.
 - You may not transfer or sell postage and/or shipping labels to a third party.

WordPress), and compliance with any applicable laws. Among other things, this means that:

- You should use your best judgment when setting up your store, operating your store, processing payments, and selling items. For example, you may not want to accept check payments if you are not comfortable sharing your mailing address with a customer, or you may want to publish payment and return policies.
- We are not involved in your relationships or transactions with any customer or potential customer.
- You are responsible for resolving all support questions, comments, and complaints, including refunds, chargebacks, or pricing questions. You should provide contact information so that customers may contact you with questions or complaints.
- You are responsible for delivering items sold to your customers, and for fulfilling all promises, representations, or warranties you make to them in connection with a sale.

5. Responsibility of Visitors.

Automattic has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material's content, use or effects. By operating our Services, Automattic does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Automattic disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

6. Fees, Payment, and Renewal.

- **Fees.** Some of our Services are offered for a fee — such as Jetpack and VaultPress, while other Services may be free with optional paid upgrades, such as a WordPress.com plan ("Paid Services"). By using a Paid Service, you agree to pay the specified fees, which we'll bill or charge you for in regular intervals (such as monthly, annually, or biennially), on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team.
- **Payment.** If your payment fails or Paid Services are otherwise not paid for on time, we may immediately cancel or revoke your access to the Paid Services. If you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services, we may revoke your access to our Services in general.
- **Automatic Renewal.** To ensure uninterrupted service, our Paid Services are automatically renewed. This means that unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to invoice you or use any payment mechanism we have on record for you to collect the then-applicable subscription fee (as well as any taxes). Your Paid Services are renewed for the same interval of time. For example, if you purchase a WordPress.com annual plan, you will be charged each year.
- **Refunds.** While you may cancel a Paid Service at any time, refunds are issued in our sole discretion.
- **Fee Changes.** We may change our fees at any time. When applicable, we may give you advance notice of the fee changes. If you don't agree with the fee changes, you can cancel your Paid Service.

7. Content Posted on Other Websites.

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of those non-WordPress.com websites, and is not responsible for their contents or their use. By linking to a non-WordPress.com website, Automattic does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Automattic disclaims any responsibility for any harm resulting from your use of non-WordPress.com websites and webpages.

8. Third Party Services.

You may enable services, products, software (like themes or plugins), or applications developed by a third party or yourself (“Third Party Services”) on your site.

If you use any Third Party Services, you understand that:

- Third Party Services are not vetted, endorsed, or controlled by Automattic.
- Any use of a Third Party Service is at your own risk, and we shall not be responsible or liable to anyone for Third Party Services.
- Your use is solely between you and the respective third party (“Third Party”) and will be governed by the Third Party’s terms and policies. It is your responsibility to review the Third Party’s terms and policies before using a Third Party Service.
- Some Third Party Services may request or require access to your (yours, your visitors’, or customers’) data. If you grant access, your data will be handled in accordance with the Third Party’s privacy policy and practices. We do not have control over how a Third Party Service may use your data. You should carefully review Third Party Services’ data collection, retention, and use policies and practices before enabling Third Party Services.
- Third Party Services may not work appropriately with your website, and we may not be able to provide support for issues caused by any Third Party Services.
- If you have questions or concerns about how a Third Party Service operates, or need support, please contact the Third Party directly.

In rare cases, we may at our discretion, suspend, disable, or remove Third Party Services from your account or website.

9. Copyright Infringement and DMCA Policy.

As Automattic asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by WordPress.com violates your copyright, you are encouraged to notify Automattic in accordance with [Automattic’s Digital Millennium Copyright Act \(“DMCA”\) Policy](#). Automattic will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Automattic will terminate a visitor’s access to and use of the website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Automattic or others. In the case of such termination, Automattic will have no obligation to provide a refund of any amounts previously paid to Automattic.

10. Intellectual Property.

This Agreement does not transfer from Automattic to you any Automattic or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Automattic. Automattic, WordPress, WordPress.com, the WordPress.com logo, and all other trademarks, service marks, graphics and logos used in connection with WordPress.com or our Services, are trademarks or registered trademarks of Automattic or Automattic’s licensors. Other trademarks, service marks, graphics and logos used in

11. Domain Names.

We act as a registrar and also work with third party registrars in order to provide our users with domain name services. When you register or renew a domain name on WordPress.com, or when you transfer an existing domain name to WordPress.com, you become bound by the relevant registrar's terms and conditions, either the [Automattic Domain Name Registration Agreement](#), [Tucows Domain Inc. Registration Agreement](#), or this [Domain Name Registration Agreement](#), in addition to these Terms. Which registrar terms apply depends on the TLD you choose, and in some cases, the date you register your domain, so please see [this table that outlines all of the TLDs we offer and the applicable registration agreement](#), to determine which agreement(s) apply to you. These registrar terms are incorporated by reference into these Terms.

Further, your use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN"). You can read about [your rights and responsibilities as a domain name registrant](#) under ICANN's Registrar Accreditation Agreement and about [domain name registration generally](#).

For details about what happens during the domain expiration process, and how we may notify you of domain expiration, please see [the Domain Expiration support page](#).

Please refer to [the domain pricing and available TLDs page](#) for details about fees associated with domain registrations, renewals, and redemptions.

12. G Suite.

If you purchase a G Suite subscription, this section applies. G Suite is provided by Google, and your use of G Suite is subject to Google's [Terms of Use](#) for the services, which you'll accept prior to using G Suite for the first time. Automattic is an authorized reseller of G Suite, but makes no warranties about the services provided by Google, and disclaims Google's liability for any damages arising from our distribution and resale of their services. Google will provide technical support for its services, per its [Technical Support Services Guidelines](#). If you're a business and purchase G Suite for your WordPress.com website, you represent that you have 749 or fewer staff members.

13. Changes.

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

14. Termination.

Automattic may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your WordPress.com account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

s is.” Automattic and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Automattic nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. If you’re actually reading this, [here’s a treat](#). You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

16. Jurisdiction and Applicable Law.

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California.

17. Arbitration Agreement.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees.

18. Limitation of Liability.

In no event will Automattic, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Automattic under this Agreement during the twelve (12) month period prior to the cause of action. Automattic shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

19. General Representation and Warranty.

You represent and warrant that your use of our Services:

- Will be in strict accordance with this Agreement;
- Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from the United States or the country in which you reside, privacy, and data protection); and
- Will not infringe or misappropriate the intellectual property rights of any third party.

20. US Economic Sanctions.

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and Automattic reserves the right to terminate accounts or access of those in the event of a breach of this condition.

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hold harmless Automattic, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

22. Translation.

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

23. Miscellaneous.

This Agreement constitutes the entire agreement between Automattic and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Automattic, or by the posting by Automattic of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Automattic may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Privacy Policy

Your privacy is critically important to us. At Automattic, we have a few fundamental principles:

- We are thoughtful about the personal information we ask you to provide and the personal information that we collect about you through the operation of our services.
- We store personal information for only as long as we have a reason to keep it.
- We aim to make it as simple as possible for you to control what information on your website is shared publicly (or kept private), indexed by search engines, and permanently deleted.
- We help protect you from overreaching government demands for your personal information.
- We aim for full transparency on how we gather, use, and share your personal information.

Below is our Privacy Policy, which incorporates and clarifies these principles.

Sections

Who We Are and What This Policy Covers

Creative Commons
Sharealike License

Information We Collect

- Information You Provide to Us
- Information We Collect Automatically
- Information We Collect from Other Sources

How And Why We Use Information

- Purposes for Using Information
- Legal Bases for Collecting and Using Information

Sharing Information

- How We Share Information

Who We Are and What This Policy Covers

Howdy! We are the folks behind a variety of products and services designed to allow anyone—from bloggers, to photographers, small business owners, and enterprises—to build and manage a website to share with the world. Our mission is to democratize publishing. We believe in powering the open Internet with code that is open source and are proud to say that the vast majority of our work is available under the GPL. Unlike most other services, because our GPL code is public, you can actually download and take a look at that code to see how it works.

This Privacy Policy applies to information that we collect about you when you use:

- Our websites (including automattic.com, wordpress.com, vip.wordpress.com, jetpack.com, woocommerce.com, polldaddy.com, gravatar.com, intensedebate.com, vaultpress.com, akismet.com, simplenote.com, simperium.com, leandomainsearch.com, and cloudup.com);
- Our mobile applications (including the WordPress mobile app for Android and iOS);
- Our other products and services that are available on or through our websites (including WordPress.com plans, WordPress.com VIP, Jetpack, the WooCommerce Services Extension, Gravatar, the IntenseDebate comment management system, Akismet plans, Simplenote, Simperium, and Cloudup); and
- Other users' websites that use our Services, while you are logged in to your account with us.

Throughout this Privacy Policy we'll refer to our website, mobile applications and other products and

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services collectively as “Services.” And if you’d like to learn more about which Automattic company is the controller of information about you, take a look at the section below on Controllers and Responsible Companies.

Please note that this Privacy Policy does not apply to any of our products or services that have a separate privacy policy.

Below we explain how we collect, use, and share information about you, along with the choices that you have with respect to that information.

Creative Commons Sharealike License

We’ve decided to make this Privacy Policy available under a Creative Commons Sharealike license. You can grab a copy of this Privacy Policy and other legal documents on Github. You’re more than welcome to copy it, adapt it, and repurpose it for your own use. Just make sure to revise the language so that your policy reflects your actual practices. Also, if you do use the policy we’d appreciate a credit and link to Automattic somewhere on your site.

Information We Collect

We only collect information about you if we have a reason to do so—for example, to provide our Services, to communicate with you, or to make our Services better.

We collect information in three ways: if and when you provide information to us, automatically through operating our Services, and from outside sources. Let’s go over the information that we collect.

Information You Provide to Us

It's probably no surprise that we collect information that you provide to us. The amount and type of information depends on the context and how we use the information. Here are some examples:

- **Basic Account Information:** We ask for basic information from you in order to set up your account. For example, we require individuals who sign up for a WordPress.com account to provide a username and email address—and that's it. You may provide us with more information—like your name—but we don't require that information to create a WordPress.com account.
- **Public Profile Information:** If you have an account with us, we collect the information that you provide for your public profile. For example, if you have a WordPress.com account, your username is part of that public profile, along with any other information you put into your public profile, such as a photo or an "About Me" description. Your public profile information is just that—public—so please keep that in mind when deciding what information you would like to include.
- **Transaction and Billing Information:** If you buy something from us—a subscription to a WordPress.com plan, a premium theme, or a custom domain, for example—you will provide additional personal and payment information that is required to process the transaction and your payment, such as your name, credit card information, and contact information.
- **Ecommerce Site Information:** If you use our ecommerce Services to sell products or services to others through your site (including Stores on WordPress.com, the WooCommerce Services extension, or other purchases on

WooCommerce.com), you will have to create a WordPress.com account or connect an existing account and, for some of our ecommerce Services, provide your site URL. You may also provide us with information about your financial account to set up a payments integration, such as the email address for your Stripe or PayPal account or your bank account information.

- **Content Information:** Depending on the Services you use, you may also provide us with information about you in draft and published content (such as for your website or your Polldaddy survey). For example, if you write a blog post that includes biographic information about you, we will have that information, and so will anyone with access to the Internet if you choose to publish the post publicly. This might be obvious to you...but it's not to everyone!
- **Credentials:** Depending on the Services you use, you may provide us with credentials for your website (like SSH, FTP, and SFTP username and password). For example, Jetpack and VaultPress users may provide us with these credentials in order to use our one-click restore feature if there is a problem with their site, or to allow us to troubleshoot problems on their site more quickly.
- **Communications With Us (Hi There!):** You may also provide us information when you respond to surveys, communicate with our Happiness Engineers about a support question, or post a question about your site in our public forums.

Information We Collect Automatically

We also collect some information automatically:

- **Log Information:** Like most online service providers, we collect information that web browsers, mobile devices, and servers typically make available, such as the browser type, IP address, unique device identifiers, language preference, referring site, the date and time of access, operating system, and mobile network information. We collect log information when you use our Services—for example, when you create or make changes to your website on WordPress.com.
- **Usage Information:** We collect information about your usage of our Services. For example, we collect information about the actions that site administrators and users perform on a site using our WordPress.com or Jetpack services—in other words, who did what, when and to what thing on a site (e.g., [WordPress.com username] deleted “[title of post]” at [time/date]). As another example, our WooCommerce Usage Tracker tracks information like your email address, WooCommerce settings, PHP settings, and other features for your site, along with information about your online store, such as the aggregate number of orders and customers. We also collect information about what happens when you use our Services (e.g., page views, support document searches at en.support.wordpress.com, features enabled for your website, interactions with our Admin Bar and other parts of our Services) along with information about your device (e.g., screen size, name of cellular network, and mobile device manufacturer). We use this information to, for example, provide our Services to you, as well as get insights on how people use our Services, so we can make our Services better.
- **Location Information:** We may determine the approximate location of your device from your IP address. We collect and use this information to, for

example, calculate how many people visit our Services from certain geographic regions. We may also collect information about your precise location via our mobile apps (when, for example, you post a photograph with location information) if you allow us to do so through your mobile device operating system's permissions.

- **Stored Information:** We may access information stored on your mobile device via our mobile app. We access this stored information through your device operating system's permissions. For example, if you give us permission to access the photographs on your mobile device's camera roll, our Services may access the photos stored on your device when you upload a really amazing photograph of the sunrise to your website.
- **Interactions with Other Users' Sites:** We collect some information about your interactions with other users' sites while you are logged in to your account with us, such as your "Likes" and the fact that you commented on a particular post, so that we can, for example, recommend posts we think may interest you. As another example, for Intense Debate users, we collect information about the comments you make while logged in to your account, and use that information to, for example, tally up statistics about your comments (check them out in your dashboard!) and provide the information about your comments in your Intense Debate public profile.
- **Information from Cookies & Other Technologies:** A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Pixel tags (also called web beacons) are small blocks of code placed on websites and emails. Automattic uses cookies and other technologies like

pixel tags to help us identify and track visitors, usage, and access preferences for our Services, as well as track and understand email campaign effectiveness and to deliver targeted ads. For more information about our use of cookies and other technologies for tracking, including how you can control the use of cookies, please see our Cookie Policy.

Information We Collect from Other Sources

We may also get information about you from other sources. For example, if you create or log into your WordPress.com account through another service (like Google) or if you connect your website or account to a social media service (like Twitter) through our Publicize feature, we will receive information from that service (such as your username, basic profile information, and friends list) via the authorization procedures used by that service. The information we receive depends on which services you authorize and any options that are available.

We may also get information, such as a mailing address, from third party services about individuals who are not yet our users (...but we hope will be!), which we may use, for example, for marketing and advertising purposes like postcards and other mailers advertising our services.

How And Why We Use Information

Purposes for Using Information

We use information about you as mentioned above and for the purposes listed below:

- To provide our Services—for example, to set up and maintain your account, host your website, backup

and restore your website, or charge you for any of our paid Services;

- To further develop and improve our Services—for example by adding new features that we think our users will enjoy or will help them to create and manage their websites more efficiently;
- To monitor and analyze trends and better understand how users interact with our Services, which helps us improve our Services and make them easier to use;
- To measure, gauge, and improve the effectiveness of our advertising, and better understand user retention and attrition—for example, we may analyze how many individuals purchased a plan after receiving a marketing message or the features used by those who continue to use our Services after a certain length of time;
- To monitor and prevent any problems with our Services, protect the security of our Services, detect and prevent fraudulent transactions and other illegal activities, fight spam, and protect the rights and property of Automattic and others, which may result in us declining a transaction or the use of our Services;
- To communicate with you, for example through an email, about offers and promotions offered by Automattic and others we think will be of interest to you, solicit your feedback, or keep you up to date on Automattic and our products; and
- To personalize your experience using our Services, provide content recommendations (for example, through our Reader Post Suggestions), target our marketing messages to groups of our users (for example, those who have a particular plan with us or have been our user for a certain length of time), and serve relevant advertisements.

Legal Bases for Collecting and Using Information

A note here for those in the European Union about our legal grounds for processing information about you under EU data protection laws, which is that our use of your information is based on the grounds that:

- (1) The use is necessary in order to fulfill our commitments to you under our Terms of Service or other agreements with you or is necessary to administer your account—for example, in order to enable access to our website on your device or charge you for a paid plan; or
- (2) The use is necessary for compliance with a legal obligation; or
- (3) The use is necessary in order to protect your vital interests or those of another person; or
- (4) We have a legitimate interest in using your information—for example, to provide and update our Services, to improve our Services so that we can offer you an even better user experience, to safeguard our Services, to communicate with you, to measure, gauge, and improve the effectiveness of our advertising, and better understand user retention and attrition, to monitor and prevent any problems with our Services, and to personalize your experience; or
- (5) You have given us your consent—for example before we place certain cookies on your device and access and analyze them later on, as described in our Cookie Policy.

Sharing Information

How We Share Information

We do not sell our users' private personal information.

We share information about you in the limited circumstances spelled out below and with appropriate safeguards on your privacy:

- **Subsidiaries, Employees, and Independent**

Contractors: We may disclose information about you to our subsidiaries, our employees, and individuals who are our independent contractors that need to know the information in order to help us provide our Services or to process the information on our behalf. We require our subsidiaries, employees, and independent contractors to follow this Privacy Policy for personal information that we share with them.

- **Third Party Vendors:** We may share information about you with third party vendors who need to know information about you in order to provide their services to us, or to provide their services to you or your site. This group includes vendors that help us provide our Services to you (like payment providers that process your credit and debit card information, fraud prevention services that allow us to analyze fraudulent payment transactions, postal and email delivery services that help us stay in touch with you, customer chat and email support services that help us communicate with you, registrars, registries, and data escrow services that allow us to provide domain registration services, and your hosting provider if your site is not hosted by Automattic), those that assist us with our marketing efforts (e.g. by providing tools for identifying a specific marketing target group or improving our marketing campaigns), those that help us understand and enhance our Services (like analytics providers), and companies that make products

available on our websites (such as the extensions on WooCommerce.com), who may need information about you in order to, for example, provide technical or other support services to you. We require vendors to agree to privacy commitments in order to share information with them. Other vendors are listed in our more specific policies (e.g. our Cookie Policy).

- **Legal Requests:** We may disclose information about you in response to a subpoena, court order, or other governmental request. For more information on how we respond to requests for information about WordPress.com users, please see our Legal Guidelines.
- **To Protect Rights, Property, and Others:** We may disclose information about you when we believe in good faith that disclosure is reasonably necessary to protect the property or rights of Automattic, third parties, or the public at large. For example, if we have a good faith belief that there is an imminent danger of death or serious physical injury, we may disclose information related to the emergency without delay.
- **Business Transfers:** In connection with any merger, sale of company assets, or acquisition of all or a portion of our business by another company, or in the unlikely event that Automattic goes out of business or enters bankruptcy, user information would likely be one of the assets that is transferred or acquired by a third party. If any of these events were to happen, this Privacy Policy would continue to apply to your information and the party receiving your information may continue to use your information, but only consistent with this Privacy Policy.
- **With Your Consent:** We may share and disclose information with your consent or at your direction.

For example, we may share your information with third parties with which you authorize us to do so, such as the social media services that you connect to your site through our Publicize feature.

- **Aggregated or De-Identified Information:** We may share information that has been aggregated or reasonably de-identified, so that the information could not reasonably be used to identify you. For instance, we may publish aggregate statistics about the use of our Services and we may share a hashed version of your email address to facilitate customized ad campaigns on other platforms.
- **Other Site Owners:** If you have a WordPress.com account and leave a comment on a site that uses our Services (like a site created on WordPress.com or a site running Jetpack), your IP address and the email address associated with your WordPress.com account may be shared with the administrator(s) of the site where you left the comment.
- **Published Support Requests:** And if you send us a request (for example, via a support email or one of our feedback mechanisms), we reserve the right to publish that request in order to help us clarify or respond to your request or to help us support other users.

Information Shared Publicly

Information that you choose to make public is—you guessed it—disclosed publicly.

That means, of course, that information like your public profile, posts, other content that you make public on your website, and your “Likes” and comments on other websites, are all available to others—and we hope you get a lot of views!

For example, the photo that you upload to your public profile, or a default image if you haven't uploaded one, is your Globally Recognized Avatar, or Gravatar-get it? :). Your Gravatar, along with other public profile information, will display with the comments and "Likes" that you make on other users' websites while logged in to your WordPress.com account. Your Gravatar + public profile information may also display with your comments, "Likes," and other interactions on websites that use our Gravatar service, if the email address associated with your account with us is the same as the email address that you use on the other website.

We also provide a "Firehose" stream of public data (like posts and comments) from sites that use our Services to provide that data to Firehose subscribers, who may view and analyze the content (all subject to our Terms of Service), but do not have rights to re-publish it, publicly.

Public information may also be indexed by search engines or used by third parties.

Please keep all of this in mind when deciding what you would like to share.

How Long We Keep Information

We generally discard information about you when we no longer need the information for the purposes for which we collect and use it—which are described in the section above on How and Why We Use Information—and we are not legally required to continue to keep it.

For example, we keep the web server logs that record information about a visitor to one of Automattic's websites, such as the visitor's IP address, browser type, and operating system, for approximately 30 days. We

retain the logs for this period of time in order to, among other things, analyze traffic to Automattic's websites and investigate issues if something goes wrong on one of our websites.

As another example, when you delete a post, page, or comment from your WordPress.com site, it stays in your Trash folder for thirty days just in case you change your mind and would like restore that content—because starting again from scratch is no fun, at all. After the thirty days are up, the deleted content may remain on our backups and caches until purged.

Security

While no online service is 100% secure, we work very hard to protect information about you against unauthorized access, use, alteration, or destruction, and take reasonable measures to do so, such as monitoring our Services for potential vulnerabilities and attacks.

To enhance the security of your account, we encourage you to enable our advanced security settings, like Two Step Authentication.

Choices

You have several choices available when it comes to information about you:

- **Limit the Information that You Provide:** If you have an account with us, you can choose not to provide the optional account information, profile information, and transaction and billing information. Please keep in mind that if you do not provide this information, certain features of our Services—for example, paid, premium themes—may not be accessible.

- **Limit Access to Information On Your Mobile Device:** Your mobile device operating system should provide you with the ability to discontinue our ability to collect stored information or location information via our mobile apps. If you do so, you may not be able to use certain features (like adding a location to a photograph, for example).
- **Opt-Out of Electronic Communications:** You may opt out of receiving promotional messages from us. Just follow the instructions in those messages. If you opt out of promotional messages, we may still send you other messages, like those about your account and legal notices.
- **Set Your Browser to Reject Cookies:** At this time, Automattic does not respond to “do not track” signals across all of our Services. However, you can usually choose to set your browser to remove or reject browser cookies before using Automattic’s websites, with the drawback that certain features of Automattic’s websites may not function properly without the aid of cookies.
- **Close Your Account:** While we’d be very sad to see you go, if you no longer want to use our Services :(:(:(:(, you can close your WordPress.com account. Please keep in mind that we may continue to retain your information after closing your account, as described in How Long We Keep Information above –for example, when that information is reasonably needed to comply with (or demonstrate our compliance with) legal obligations such as law enforcement requests, or reasonably needed for our legitimate business interests.

Your Rights

If you are located in certain countries, including those that fall under the scope of the European General Data

Protection Regulation (AKA the “GDPR”), data protection laws give you rights with respect to your personal data, subject to any exemptions provided by the law, including the rights to:

- Request access to your personal data;
- Request correction or deletion of your personal data;
- Object to our use and processing of your personal data;
- Request that we limit our use and processing of your personal data; and
- Request portability of your personal data.

You can usually access, correct, or delete your personal data using your account settings and tools that we offer, but if you aren’t able to do that, or you would like to contact us about one of the other rights, scroll down to How to Reach Us to, well, find out how to reach us.

EU individuals also have the right to make a complaint to a government supervisory authority.

Controllers and Responsible Companies

Automattic’s Services are worldwide. Different Automattic companies are the controller (or co-controller) of personal information, which means that they are the company responsible for processing that information, based on the particular service and the location of the individual using our Services.

Depending on the Services you use, more than one company may be the controller of your personal data. Generally, the “controller” is the Automattic company that entered into the contract with you under the Terms of Service for the the product or service you use. In addition, Automattic Inc., our US-based company, is the

controller for some of the processing activities across all of our Services worldwide.

The chart below explains the controllers for processing your personal information. We use the term “Designated Countries” to refer to Australia, Canada, Japan, Mexico, New Zealand, and all countries located in the European continent.

If you reside outside of the Designated Countries (for services other than those offered at WooCommerce.com):	Automattic Inc. 60 29th Street #343 San Francisco, CA 94110
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If you reside in the Designated Countries (for services other than those offered at WooCommerce.com):	Aut O’Mattic A8C Ireland Ltd. Business Centre, No.1 Lower Mayor Street International Financial Services Centre Dublin 1, Ireland Automattic Inc. is also the controller for some of the processing activities related to Services provided by Aut O’Mattic A8C Ireland Ltd.
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If you are using our Services offered at WooCommerce.com:	Bubblestorm Management (Pty) Ltd (WooCommerce.com) Unit A206, The Old Biscuit Mill (TOBM) 373 – 375 Albert Road, Woodstock Cape Town, South Africa Automattic Inc. is also
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the controller for some of the processing activities related to Services provided by Bubblestorm Management (Pty) Ltd (WooCommerce.com).

How to Reach Us

If you have a question about this Privacy Policy, or you would like to contact us about any of the rights mentioned in the Your Rights section above, please contact us.

Other Things You Should Know (Keep Reading!)

Transferring Information

Because Automattic's Services are offered worldwide, the information about you that we process when you use the Services in the EU may be used, stored, and/or accessed by individuals operating outside the European Economic Area (EEA) who work for us, other members of our group of companies, or third party data processors. This is required for the purposes listed in the How and Why We Use Information section above. When providing information about you to entities outside the EEA, we will take appropriate measures to ensure that the recipient protects your personal information adequately in accordance with this Privacy Policy as required by applicable law. These measures include:

- In the case of US based entities, entering into European Commission approved standard

contractual arrangements with them, or ensuring they have signed up to the EU-US Privacy Shield; or

- In the case of entities based in other countries outside the EEA, entering into European Commission approved standard contractual arrangements with them.

You can ask us for more information about the steps we take to protect your personal information when transferring it from the EU.

Ads and Analytics Services Provided by Others

Ads appearing on any of our Services may be delivered by advertising networks. Other parties may also provide analytics services via our Services. These ad networks and analytics providers may set tracking technologies (like cookies) to collect information about your use of our Services and across other websites and online services. These technologies allow these third parties to recognize your device to compile information about you or others who use your device. This information allows us and other companies to, among other things, analyze and track usage, determine the popularity of certain content, and deliver advertisements that may be more targeted to your interests. Please note this Privacy Policy only covers the collection of information by Automattic and does not cover the collection of information by any third party advertisers or analytics providers.

Third Party Software

If you'd like to use third party plugins, WooCommerce extensions that enable services provided by third parties, or other third party software, please keep in mind that when you interact with them you may provide information about yourself (or your site

visitors) to those third parties. We don't own or control these third parties and they have their own rules about collection, use and sharing of information, which you should review.

Visitors to Our Users' Websites

We also process information about visitors to our users' websites, on behalf of our users and in accordance with our user agreements. Please note that our processing of that information on behalf of our users for their websites isn't covered by this Privacy Policy. We encourage our users to post a privacy policy that accurately describes their practices on data collection, use, and sharing of personal information. If you'd like, you can also read more about the data we collect on behalf of our users in our Privacy Notice.

Privacy Policy Changes

Although most changes are likely to be minor, Automattic may change its Privacy Policy from time to time. Automattic encourages visitors to frequently check this page for any changes to its Privacy Policy. If we make changes, we will notify you by revising the change log below, and, in some cases, we may provide additional notice (such as adding a statement to our homepage or the WordPress.com Blog, or sending you a notification through email or your dashboard). Your further use of the Services after a change to our Privacy Policy will be subject to the updated policy.

That's it! Thanks for reading.

Change log

- *September 24, 2018*: Included information for Simplenote, Simperium, Cloudup, and Lean Domain Search.

- *May 25, 2018*: Added more specific information to help clarify our practices, included information for Polldaddy and Woocommerce.com services, and added information to reflect the requirements of the EU's General Data Protection Regulation.
- *January 3, 2018*: Revised and reorganized language throughout to help simplify the policy and clarify our practices.
- *August 22, 2017*: Added "Information We Collect from Other Sources" section.
- *November 2, 2016*: Added that comments submitted as missed spam are retained by Akismet to improve future performance.
- *February 18, 2015*: Updated Creative Commons license from 2.5 to 4.0.
- *September 18, 2013*: Added that blog commenter email addresses are disclosed to administrators of the blog where the comment was left.
- *February 1, 2011*: Clarified subpoena language and added Business Transfers paragraph
- *January 3, 2011*: Added court order and subpoena clarification
- *July 1, 2010*: Revised paragraph about IP addresses to explain when they are collected and that commenter IPs are visible to blog administrators
- *October 29, 2009*: Added Comments paragraph to explain Akismet comment storage policy
- *March 10, 2009*: Added Ads paragraph to alert users that ads from third parties may use cookies.

[CONTACT US](#)[DIVERSITY](#)[PRESS](#)[PRIVACY POLICY](#)[1. Home](#)[2. About Us](#)[3. News](#)[4. Work With Us](#)

© Automattic Inc., purveyors of fine blogging and site-building services since 2005.

Thank you for your time.