

# Google Chrome OS Terms

BY USING THIS DEVICE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS.

The Chrome OS device provided to you includes Chrome OS software, such as the operating system executable code, embedded software, firmware, fonts and other data, including any updates (referred to collectively as the **"Software"**). These Terms apply to the Software and your use of the Software with your Chrome OS device. Most source code for Google Chrome is available free of charge under an open-source software licence agreement at <http://www.chromium.org>.

## 1. Your relationship with Google

1.1 Your use of the Software and your use of the Software with Google's products, software, services and websites (referred to collectively as the **"Services"** in this document and excluding any services provided to you by Google under a separate written agreement) is subject to the terms of a legal agreement between you and Google. "Google" means Google Inc., whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States. This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Google, your agreement with Google will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the **"Universal Terms"**. Open-source software licences for Chrome OS source code constitute separate written agreements. To the limited extent that the open-source software licences expressly supersede these Universal Terms, the open source licences govern your agreement with Google for the use of Chrome OS or specific included components of Chrome OS.

1.3 Your agreement with Google will also include the terms set forth below in the Chrome OS Additional Terms and terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the **"Additional Terms"**. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through, your use of that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Google in relation to your use of the Software and Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the **"Terms"**.

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service or that component of the Software.

## 2. Accepting the Terms

2.1 In order to use the Software, you must first agree to the Terms. You may not use the Software if you do not accept the Terms.

## 2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Google in the user interface; or

(B) by actually using the Software. In this case, you understand and agree that Google will treat your use of the Software as acceptance of the Terms from that point onwards.

## 3. Licence from Google

3.1 Google gives you a limited non-exclusive licence to use the Software, and any updates provided to you by Google, on the Chrome OS device provided to you. This licence is for the sole purpose of enabling you to use and enjoy the Software as provided by Google, in the manner permitted by the Terms.

3.2 Subject to section 1.2 and to the law applicable in your jurisdiction, you may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Google, in writing.

3.3 Subject to section 1.2, unless Google has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## 4. Software updates

4.1 The Software may automatically download and install updates from time to time from Google. These updates are designed to improve, enhance and further develop the Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Google to deliver these to you) as part of your use of the Software.

## 5. Apps, Extensions and Themes

5.1 The terms in this section apply if you install apps, extensions or themes in the Software. Apps are web applications, developed by Google or third parties, that you can install in Chrome OS. Extensions are small software programmes, developed by Google or third parties, that can modify and enhance the functionality of the Chrome OS. Themes are a special kind of extension that change the way the Software looks. Extensions and apps may have greater privileges to access your browser or your computer than regular web pages, including the ability to read and modify your private data.

5.2 From time to time, Chrome OS may check with remote servers (hosted by Google or by third parties) for available updates to apps and extensions, including but not limited to bug fixes or enhanced functionality. Such updates will be automatically requested, downloaded and installed without further notice to you, and you agree to such installation.

5.3 From time to time, Google may remove or suspend access to apps and extensions where it reasonably suspects such apps and extensions may be harmful or deceptive, violate any applicable laws or regulations or infringe third-party rights (including but not limited to breach of any third-party intellectual property rights). Chrome OS may periodically download a list of such apps and extensions from Google's servers. If you have paid for a removed or suspended app or extension, you should contact the developer in accordance with that developer's policies and procedures. In some cases, Google may, at its option and solely as an accommodation to you, offer you either (a) a replacement, if possible or (b) a refund of the price of the app or extension. If Google chooses to issue you a refund, the refund of your purchase price shall be your sole remedy.

## 6. Provision of the Services by Google

6.1 Google has subsidiaries and affiliated legal entities around the world ("**Subsidiaries and Affiliates**"). Sometimes, these companies will be providing the Services to you on behalf of Google itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

6.2 Google is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services that Google provides may change from time to time, without prior notice to you.

6.3 As part of this continuing innovation, you acknowledge and agree that Google may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Google's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Google when you stop using the Services.

6.4 You acknowledge and agree that if Google disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content contained in your account.

## 7. Use of the Services by you

7.1 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

7.2 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

7.3 Unless you have been specifically permitted to do so in a separate agreement with Google, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

7.4 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Google may suffer) of any such breach.

## 8. Privacy and your personal information

8.1 For information about Google's data protection practices, please read Google's privacy policy at <https://www.google.com/privacy.html> and at <https://www.google.com/chromeos/intl/en/privacy.html>. This policy explains how Google treats your personal information and protects your privacy when you use the Software and the Services.

8.2 You agree to the use of your data in accordance with Google's privacy policies.

## 9. Content in the Services

9.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the Services are the sole responsibility of the person from whom such content originated. All such information is referred to below as the "**Content**".

9.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services, may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Google (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Google or by the owners of that Content, in a separate agreement.

9.3 Google reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, Google may provide tools to filter out explicit sexual content. These tools include the Safe Search preference settings (see <http://www.google.com/help/customize.html#safe>). In addition, there are commercially available services and software to limit access to material that you may find objectionable.

9.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

9.5 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Google may suffer) by doing so. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

## 10. Proprietary rights

10.1 You acknowledge and agree that Google (or Google's licensors) own all legal right, title and interest in and to the Software and the Services, including any intellectual property rights which subsist in the Software and the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

10.2 Unless you have agreed otherwise in writing with Google, nothing in the Terms gives you a right to use any of Google's trade names, trademarks, service marks, logos, domain names and other distinctive brand features.

10.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Google, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms and Google's brand feature use guidelines, as updated from time to time. These guidelines can be viewed online at <https://www.google.com/permissions/guidelines.html> (or such other URL as Google may provide for this purpose from time to time).

10.4 Google acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights that subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Google, you agree that you are responsible for protecting and enforcing those rights, and that Google has no obligation to do so on your behalf.

10.5 You agree that you shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Software or the Services.

10.6 Unless you have been expressly authorised to do so in writing by Google, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## 11. Ending your relationship with Google

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

11.2 Google may, at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Google is required to do so by law (for example, where the provision of the Software or Services to you is, or becomes, unlawful); or

(C) the partner with whom Google offered the Software or Services to you has terminated its relationship with Google or ceased to offer the Software or Services to you; or

(D) Google is transitioning to no longer providing the Software or Services to users in the country in which you are resident, or from which you use the service; or

(E) the provision of the Software or Services to you by Google is, in Google's opinion, no longer commercially viable.

11.3 Nothing in this Section shall affect Google's rights regarding provision of Software or Services under Section 6 of the Terms.

11.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Google have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 19.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

## 12. EXCLUSION OF WARRANTIES

12.1 Nothing in these terms, including Sections 12 and 13, shall exclude or limit Google's, its subsidiaries', affiliates', or licensors' liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties, terms or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law. Nothing in these Terms, including Sections 12 and 13, will affect your statutory rights.

12.2 If you are located in the United States, GOOGLE AND ITS SUBSIDIARIES, AFFILIATES AND LICENSERS DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12.3 Google and its subsidiaries, affiliates and licensors do not warrant that the Software or Services will operate error-free or uninterrupted.

## 13. LIMITATION OF LIABILITY

13.1 Subject to overall provisions in Sections 12 and 13, you expressly understand and agree that Google:

(A) shall only be responsible for loss or damage that you suffer that is a foreseeable result of (i) our breach of these Terms and typical for this type of agreement; or (ii) our negligence up to the limit specified in Section 13.2 below. Loss or damage is foreseeable if it is an obvious consequence of our breach.

(B) shall not have any liability to you for any incidental, special or consequential damages, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, whether or not Google, its subsidiaries, affiliates and licensors have been advised of the possibility of such loss or damage.

13.2 Google's maximum aggregate liability to you under or in connection with these Terms whether in contract, tort (including negligence) or otherwise shall in all circumstances be limited to USD \$50. This cap on liability does not apply to the types of loss set out in Section 13.3.

13.3 Nothing in these Terms shall limit or exclude Google's liability for:

(a) death or personal injury caused by the negligence of Google;

(b) fraud or fraudulent misrepresentation;

(c) any damage caused as a result of a breach of a mandatory statutory liability (including, without limitation, any liability in relation to breaches of mandatory product liability law); or

(d) any other liability that cannot be excluded or limited applicable laws in your jurisdiction.

13.4 Sections 13.1, 13.2 and 13.3 shall apply to the liability of Google, its subsidiaries, affiliates and licensors.

## 14. Copyright and trademark policies

14.1 It is Google's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers. Details of Google's policy can be found at <http://www.google.co.uk/dmca.html>.

14.2 Google operates a trademark complaints procedure in respect of Google's advertising business, details of which can be found at [http://www.google.com/tm\\_complaint.html](http://www.google.com/tm_complaint.html).

## 15. Other content

15.1 The Services may include hyperlinks to other websites, content or resources. Google may have no control over any websites or resources that are provided by companies or persons other than Google.

15.2 You acknowledge and agree that Google is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.

15.3 You acknowledge and agree that Google is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

## 16. Language of the Terms

16.1 Where Google has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with Google.

16.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

## 17. Changes to the Terms

17.1 Google may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Google will make a new copy of the Universal Terms available at [https://www.google.com/intl/en\\_uk/chromebook/termssofservice.html](https://www.google.com/intl/en_uk/chromebook/termssofservice.html) and any new Additional Terms will be made available to you from within, or through, the affected Software or Services.

17.2 You understand and agree that if you use the Software or Services after the date on which the Universal Terms or Additional Terms have changed, Google will treat your use as acceptance of the updated Universal Terms or Additional Terms.

## 18. General legal terms

18.1 Sometimes when you use the Services, you may (as a result of, or in connection with, your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

18.2 The Terms constitute the whole legal agreement between you and Google and govern your use of the Software or Services (but excluding any services which Google may provide to you under a separate written agreement) and completely replace any prior agreements between you and Google in relation to the Software and Services

18.3 You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, post or postings on the Services.

18.4 You agree that if Google does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

18.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.



18.6 You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third-party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third-party beneficiaries to the Terms.

18.7 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 conflict of laws 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, USA, and you and Google consent to personal jurisdiction in those courts.