

Terms of Service

Effective Date: February 24, 2020

This page explains our terms of service, which contain important information about your legal rights. When you use Squarespace, you're agreeing to these terms. To help make them easier to understand, we've also included annotations in these gray boxes. The annotations aren't part of the official terms and have no legal effect, but are intended to help you follow the text.

Hello and welcome to Squarespace's Terms of Service!

These Terms of Service ("Terms") cover your use of and access to the sites, templates, products, applications, tools, services and features (collectively, the "Services") provided by Squarespace (as defined below), including without limitation during free trials, on the websites and associated domains of www.squarespace.com, www.acuityscheduling.com, www.stori.es and www.unfold.com and on Squarespace web, mobile and other applications.

Please read this Agreement (as defined below) carefully! It includes important information about your legal rights, and covers areas such as automatic subscription renewals, warranty disclaimers, limitations of liability, the resolution of disputes by arbitration and a class action waiver. Please note if you are an EU Consumer (as defined below), some of these provisions may not apply to you and you may be entitled to specific rights under the mandatory laws of the country in which you live.

By using or accessing the Services, you're agreeing to these Terms, our [Copyright Policy](#), our [Acceptable Use Policy](#) and our [Data Processing Addendum](#) (collectively, this "Agreement"). If you're using the Services for an organization, you're agreeing to this Agreement on behalf of that organization, and you represent and warrant that you can do so. References to "you", "your" and similar terms are construed accordingly in this Agreement. If you don't agree to all the terms in this Agreement, you may not use or access the Services.

If you are a resident of or have your principal place of business in the United States of America or any of its territories or possessions (the "US"), you are agreeing to this Agreement with Squarespace, Inc. and are a "US User". Otherwise, you are agreeing to this Agreement with Squarespace Ireland Limited ("Squarespace Ireland") and are a "Non-US User". References to "Squarespace", "us", "we" and "our" mean Squarespace, Inc. if you are a US User or Squarespace Ireland if you are a Non-US User. If your place of residence or principal place of business changes, the Squarespace entity you contract with will be determined by your new residence or principal place of business, as specified above, from the date it changes.

We've tried to make this Agreement fair and straightforward, but feel free to [contact us](#) if you have any questions or suggestions.

1. Creating Accounts

Make sure your account information is accurate and that you keep your accounts safe. You're responsible for your accounts and any activity on them. Also, you need to be at least 16 years old to use Squarespace.

1.1. Signing Up. To use many of the Services, you must first create an account ("Account"). Different parts of the Services may require different Accounts. You agree to provide us with accurate, complete and at all times up to date information for your Accounts. We may need to use this information to contact you.

1.2. Staying Safe. Please safeguard your Accounts and make sure others don't have access to your Accounts or passwords and other authentication credentials (collectively, "passwords"). You're solely responsible for any activity on your Accounts and for maintaining the confidentiality and security of your passwords. We're not liable for any acts or omissions by you or anyone else in connection with your Accounts. You must immediately notify

us if you know or have any reason to suspect that your Accounts or passwords have been stolen, misappropriated or otherwise compromised or in case of any actual or suspected unauthorized use of your Accounts.

1.3. Sixteen And Older. The Services are not intended for and may not be used by children under the age of 16. By using the Services, you represent that you're at least 16. If you're under the age of 18, depending on where you live, you may need to have your parent or guardian's consent to this Agreement and they may need to enter into this Agreement on your behalf.

2. Your Content

When you upload content to Squarespace, you still own it. You do, however, give us permission to use it in ways necessary to provide, improve, promote and protect our services. For example, when you upload a photo, you give us the right to save it and display it on your site or story at your direction. We also may promote or feature your site or story, but you can opt out if you don't want us to do that.

2.1. Your User Content Stays Yours. Users of the Services (whether you or others) may provide us with content, including without limitation text, photos, images, audio, video, fonts, logos, stickers, code and any other materials ("User Content"). Your User Content stays yours, except for the limited rights that enable us to provide, improve, promote and protect the Services as described in this Agreement. User Content includes without limitation content you post to Your Sites. "Your Sites" means the sites (including scheduling pages or Unfold stories hosted on the Services) you create or publish using the Services.

2.2. Your License To Us. When you provide User Content via the Services, you grant Squarespace (including our third party hosting providers acting on our behalf) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that User Content works better with the Services), communicate, publish, publicly display, publicly perform and distribute User Content for the limited purposes of allowing us to provide, improve, promote and protect the Services. This Section does not affect any rights you may have under applicable data protection laws.

2.3. Featuring Your Site. We may choose to feature Your Sites (but not your scheduling pages) or names, trademarks, service marks or logos included on Your Sites. You grant us a perpetual, worldwide, royalty-free, non-exclusive right and license to use any version of Your Sites, or any portion of Your Sites, including without limitation names, trademarks, service marks or logos on Your Sites, for the limited purpose of Squarespace marketing and promotional activities. For example, we may feature Your Sites on our Templates page, on the Customers sections of our sites or on our social media accounts. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to Your Sites or names, trademarks, service marks or logos on Your Sites and any right of inspection or approval of any such use. You can opt out of being featured through your Account or, in the case of Unfold, by contacting hello@unfold.com. This Section does not affect any rights you may have under applicable data protection laws.

3. Your Responsibilities

You're responsible for the content you publish on Squarespace, and you vouch to us that it's all okay to use. Please follow our rules and don't do anything illegal with the services. Also keep in mind that what you upload may be publicly viewable.

3.1. Only Use Content You're Allowed To Use. You represent and warrant that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions necessary to use, share, display, transfer and license your User Content via the Services and in the manner set forth in this Agreement. If we use your User Content in the ways described in this Agreement, you represent and warrant that such use will not infringe or violate the rights of any third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets or any other intellectual property or proprietary rights. Also,

content on the Services may be protected by others' intellectual property, trade secret or other rights. Please don't copy, upload, download or share content unless you have the right to do so.

3.2. Follow The Law. You represent and warrant that your use of the Services is in compliance with applicable laws, including without limitation applicable export or import controls and regulations and sanctions.

3.3. Share Responsibly. The Services let you share User Content including without limitation on social media and the open web, so please think carefully about your User Content. We're not responsible for what you share via the Services.

3.4. Comply With Our Acceptable Use Policy. You must comply with our [Acceptable Use Policy](#). You represent and warrant that your User Content and your use of the Services complies with our [Acceptable Use Policy](#).

3.5. Your Sites And Your End Users Are Your Responsibility. Your Sites may have their own visitors, customers and users ("End Users"). You understand and agree that (a) Your Sites and your End Users are your responsibility; (b) you're solely responsible for providing products, services and support to your End Users; and (c) you're solely responsible for compliance with any laws or regulations related to Your Sites and/or your End Users. **We're not liable for, and won't provide you with any legal advice regarding, Your Sites or your End Users.** This does not limit or affect any liability we may have to you separately for any breach of the other provisions of this Agreement.

3.6. HIPAA Enabled Accounts. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, such as HIPAA, you will be solely responsible for such compliance, except to the extent Squarespace has agreed with you in writing otherwise. You are not permitted to use the Services in any way that would subject Squarespace to such industry-specific regulations without obtaining Squarespace's prior written agreement. For example, you may not use any Services to collect, use, disclose, protect or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under US federal regulations) unless your Account for such Services is designated as HIPAA-enabled and you enter into a separate business associate agreement with Squarespace.

3.7. California Consumer Privacy Act. With respect to the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 - 1798.199), as may be modified from time to time (collectively, "CCPA"), solely if applicable to you and solely with respect to data of your "Consumers" (as defined under the CCPA) which meets the definition of "Personal Information" under the CCPA and for which you are responsible under the CCPA ("Service Provider PI"), the parties agree that Squarespace acts as a "Service Provider" and you are a "Business" (as such terms are defined under the CCPA). Squarespace and you shall comply with our and your respective obligations under the CCPA. For example, Squarespace shall not sell your Service Provider PI or otherwise disclose your Service Provider PI for a commercial purpose. Notwithstanding the foregoing, you agree that in accordance with the CCPA, Squarespace may combine Personal Information of the End Users of you or other Businesses for which Squarespace is a Service Provider for the purposes of detecting data security incidents or protecting against fraudulent or illegal activity. This combined Personal Information includes IP addresses, preferences, web pages visited prior to coming to your or another Business' website, information about browser, network or device (such as browser type and version, operating system, internet service provider, preference settings, unique device IDs and language and other regional settings), and information about how End Users interact with your or another Business' website (such as timestamps, clicks, scrolling, browsing times and load times).

4. Third Party Services And Sites, User Content, Squarespace Specialists and Squarespace Extensions

If you use or connect another service on or to Squarespace, follow a link to another site or work with someone you find on or through Squarespace (such as a specialist or Circle member), what happens is between you and them. We're not responsible for it or what either of you do. There's also a lot of content on Squarespace uploaded by our users (like you). We're not responsible for that either.

4.1. Third Party Services. The Services are integrated with various third party services and applications (collectively, “Third Party Services”) that may make their content, products or services available to you. Examples of Third Party Services include our domain registrar, social media platforms, Squarespace Specialists (as defined below), eCommerce Payment Processors (as defined below), extensions listed on Squarespace Extensions (as defined below) and other integrations or extensions, stock images and email service subscriptions for sale via the Services and other integration partners and service providers. These Third Party Services may have their own terms and policies, and your use of them will be governed by those terms and policies. **We don't control Third Party Services, and we're not liable for Third Party Services or for any transaction you may enter into with them, or for what they do. When using Third Party Services, your security is your responsibility.** You also agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to or remove any Third Party Services. We're not liable for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses, or business disruption, costs or expenses you may incur or otherwise experience as a result (except where prohibited by applicable law).

4.2. Third Party Sites. The Services may contain links to third party sites. When you access third party sites, you do so at your own risk. **We don't control and aren't liable for those sites and what those third parties do.**

4.3. User Content. The Services or sites created using the Services may contain User Content: (a) that is offensive or objectionable; (b) that contains errors; (c) that violates intellectual property, trade secret, privacy, publicity or other rights or the good name of you or third parties; (d) that is harmful to your or others' computers or networks; (e) that is unlawful or illegal; or (f) the downloading, copying or use of which is subject to additional terms and policies of third parties or is protected by intellectual property, trade secret, privacy or other laws. By operating the Services, we don't represent or imply that we endorse your or other users' User Content, or that we believe such User Content to be accurate, useful, lawful or non-harmful. We're not a publisher of, and we're not liable for, any User Content uploaded, posted, published or otherwise made available via the Services by you or other users. You're responsible for taking precautions to protect yourself, your Accounts, and your computer or network, from User Content accessed via the Services.

4.4. Squarespace Specialists. Certain parts of the Services may provide directories of, and information about, independent third party Squarespace users, including users designated as Acuity experts (collectively, "Squarespace Specialists") who can help you use the Services. Squarespace does not employ, is not affiliated with and does not endorse Squarespace Specialists. Squarespace Specialists are a Third Party Service, as defined in Section 4.1.

4.5. Squarespace Logo. Squarespace Logo includes icons obtained from The Noun Project, Inc. (“Noun Project”). Noun Project is a Third Party Service, as defined in Section 4.1, and your use of its icons is subject to Noun Project's [terms](#).

4.6. Squarespace Extensions. Our Services may include an extensions directory which enables you to access and connect certain Third Party Services to Your Sites (such directory and functionality for accessing and connecting, “Squarespace Extensions”). You decide (not us) to connect, enable or use such Third Party Services. We're not a party to, and we aren't liable for, the Third Party Services connected to Your Sites via Squarespace Extensions or otherwise. In accordance with Section 4.1, the relationship for these Third Party Services is strictly between you and the applicable third party, and your use of such Third Party Services is governed by the applicable third party terms and policies. Any information that a Third Party Service collects, stores and processes from you or Your Sites will be subject to such Third Party Service's terms of service, privacy notice, or similar terms, and will not be subject to the Squarespace [Privacy Policy](#) or [Data Processing Addendum](#). Therefore, please evaluate and ensure you trust a Third Party Service prior to connecting Your Site to its services. The inclusion of Third Party Services on Squarespace Extensions shall not be deemed an endorsement, certification, affiliation, partnership or warranty of the Third Party Services by Squarespace. The Third Party Services are solely responsible for providing all support, maintenance and technical assistance to you with respect to their services (including their interoperation with Your Sites).

5. Our Intellectual Property

Squarespace is protected by various intellectual property laws. This section summarizes what we own and how we share.

5.1. Squarespace Owns Squarespace. The Services are, as between you and Squarespace, owned by Squarespace, and are protected by copyright, trade secret, trademark and other US and foreign laws. This Agreement doesn't grant you any right, title or interest in the Services, others' User Content, our trademarks, logos or other brand features or intellectual property or trade secrets or others' content in the Services. You agree not to change, modify, translate or otherwise create derivative works of the Services or others' User Content.

5.2. We Can Use Your Feedback For Free. We welcome your feedback, ideas or suggestions (collectively, "Feedback"), but you agree that we may use your Feedback without any restriction or obligation to you, even after this Agreement is terminated. This Section does not limit or affect any rights you may have under applicable data protection laws.

5.3. Our Demo Content. We may provide templates or other products featuring demo content, including without limitation text, photos, images, graphics, audio and video (collectively, "Demo Content"), to provide you with ideas or inspiration. Unless we tell you otherwise, Demo Content (or any portion of it) may not remain on Your Site or be distributed, publicly displayed, publicly performed or otherwise published.

5.4. Templates. The Services include social, website or other templates (collectively, "Templates"). The Templates include without limitation Demo Content, designs, layouts, stickers, stamps, overlays, elements and other materials. Squarespace owns the Templates. You may not use any Template in any way, intentional or otherwise, that competes, as determined by us in our sole discretion, with the Services.

5.5. Our Betas Are Still In Beta. We may release products and features that we're still testing and evaluating. Those Services will be marked as beta, preview or early access (or a similar phrasing), and may not be as reliable as our other Services.

6. Our Rights

To operate effectively and protect the security and integrity of Squarespace, we need to maintain control over our services.

6.1. Important Things We Can Do. We reserve these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law): (a) we may change parts or all of the Services and their functionality; (b) we may suspend or discontinue parts or all of the Services; (c) we may terminate, suspend, restrict or disable your access to or use of parts or all of the Services; (d) we may terminate, suspend, restrict or disable access to your Accounts or parts, some or all of Your Sites; and (e) we may change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the Services in that jurisdiction).

6.2. Ownership Disputes. Sometimes ownership of an Account or site is disputed between parties, such as a business and its employees, or a web designer and a client. We try not to get involved in these disputes. **However, we reserve the right, at any time and in our sole discretion, and without notice to you, to determine rightful Account or site ownership and to transfer an Account or site to such owner. Our decision in that respect is final.** If we feel that we can't reasonably determine the rightful owner, we reserve the right to suspend an Account or site until the disputing parties reach a resolution. We also may request documentation, such as a government-issued photo ID, credit card invoice or business license, to help determine the rightful owner.

6.3. HTTPS Encryption. We may offer HTTPS encryption for Your Sites. By registering a custom domain via the Services, or pointing a custom domain to the Services, you authorize us to create and maintain a certificate for the limited purpose of providing HTTPS for Your Sites.

7. Privacy

Our [Privacy Policy](#) explains how we collect, use and share your personal information for our own purposes. Be sure to read it carefully, but note it is not part of this Agreement and can change. It is really important that you comply with data protection laws when using the services, such as when you collect others' personal information or use cookies or similar technologies (including those we drop for you at your request, such as for web analytics). Our [Data Processing Addendum](#) explains how we handle, on your instructions, others' personal information you collect using the services or any of your User Content which contains others' personal information. Be sure to read that carefully also.

7.1. Privacy Policy. By using the Services, you confirm that you have read and understood our [Privacy Policy](#). However, it is not a contractual document and does not form part of this Agreement and we may change it from time to time.

7.2. Data Processing Addendum. Our [Data Processing Addendum](#) forms part of this Agreement.

7.3. You Must Comply With Data Protection, Security And Privacy Laws. You agree and warrant that you are solely responsible when using Your Sites or the Services for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation and the EU e-Privacy Directive/Regulation), including any notice and consent requirements. This includes without limitation the collection and processing by you of any personal data, when you use Your Sites and the Services to send marketing and other electronic communications to individuals and when using cookies and similar technologies on Your Sites (including, in particular, those which we place for you at your request as part of the Services, such as to undertake analytics for you).

7.3.1. Privacy Policies. If applicable law requires, you must provide and make available to your End Users on Your Sites a legally compliant privacy policy.

7.3.2. Cookies And Similar Technologies. If applicable law requires, you must provide and make available to your End Users on Your Sites a legally compliant cookie policy. You must capture valid consent, both for you and us, for any cookies or similar technologies used on or through Your Site (including those we drop on your request or with your permission) where required, including, where applicable, by the EU e-Privacy Directive/Regulation and under national laws implementing the same. Please see our [Cookie Policy](#) for more information about use of cookies and similar technologies.

7.4. Protect And Improve The Services. You agree that we may protect and improve our Services through analysis of your use of the Services, your End Users' use of Your Sites and/or analysis of your and your End Users' personal information in anonymized, pseudonymized, de-personalized and/or aggregated form. If applicable law requires, you must explain this in your privacy policy. See our [Privacy Policy](#) for more information about how and what we do in this regard.

8. Copyright

We comply with copyright law, and respond to complaints about copyright infringement in accordance with our Copyright Policy.

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported via the process described in our [Copyright Policy](#), which is incorporated by reference into this Agreement. We reserve the right to delete or disable content alleged to be infringing, and to terminate Accounts of repeat infringers without any refunds.

9. Paid Services And Fees

Certain Services are paid services. This section explains how we handle payments for those paid services. For certain paid services, such as domain registrations and site subscriptions, we'll automatically bill you in regular intervals (such as monthly or annually) unless you disable auto-renewal or cancel your subscription. You can do that anytime.

9.1. Fees. You can access certain portions of the Services by submitting a fee payment (such additional services, "Paid Services"). Paid Services will remain in effect until cancelled or terminated in accordance with this Agreement. We'll tell you about fees for Paid Services before charging you. You may cancel Paid Services at any time via the Services. If you don't pay for Paid Services on time, we reserve the right to suspend or cancel your access to the Paid Services. Transaction fees and additional fees may also apply to certain portions of the Services, and we'll tell you about those fees before charging you. Our fees will appear on an invoice that we provide via the Services, within your eCommerce Payment Processor account(s) and/or on a mobile app store invoice, unless otherwise indicated. Please note that different Paid Services have different fees and payment schedules, and canceling one Paid Service may not cancel all your Paid Services.

9.2. Taxes. All fees are exclusive of applicable national, provincial, state, local or other taxes ("Taxes"), unless explicitly stated otherwise. You're responsible for all applicable Taxes, and we'll charge Taxes in addition to the fees for the Services when required to do so. If you're exempt from Taxes, you must provide us with valid tax exemption documentation. We reserve the right to determine if the documentation provided is valid. Tax exemption will, provided we're satisfied it's valid and applicable, only apply from and after the date we receive such documentation. If Squarespace has a legal obligation to pay or collect indirect Taxes (such as value-added tax or goods and services tax) on the sale to you under the laws of your country (where you are established, have a permanent address or usually reside), you shall be liable for payment of any such indirect Taxes. Where Squarespace does not have a legal obligation to pay or collect indirect Taxes on a sale of Paid Services to you, you may be required to self-assess those Taxes under the applicable laws of your country (where you are established, have a permanent address or usually reside).

9.3. Automatic Subscription Renewals. To ensure uninterrupted service, we'll automatically bill you for certain Paid Services from the date you submit your initial payment and on each renewal period or amount afterwards until cancellation. Your renewal period will be equal in time or amount to the renewal period of your current subscription. For example, if you're on a monthly subscription plan, each billable renewal period will be for one (1) month. We'll automatically charge you the applicable amount using the payment method you have on file with us and by agreeing to this Agreement, you authorize us to do this. We'll let you know in advance if you're purchasing a Paid Service that includes auto-renewal payments. You can disable auto-renewal at any time [via the Services](#) or your mobile app store provider.

9.4. Refunds. While you may cancel any Paid Services at any time, you won't be issued a refund except in our sole discretion, or if legally required. Some of the Paid Services offer a free trial so you can try out your subscription. Please note applicable statutory rights of cancellation may not result in a refund, as we do not charge for this trial period.

9.5. Fee Changes. We may change our fees at any time. We'll provide you with advance notice of these fee changes via the Services. New fees will not apply retroactively. If you don't agree with the fee changes, you have the right to reject the change by canceling the applicable Paid Service before your next payment date.

9.6. Chargebacks. If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us ("Chargeback"), we may automatically terminate your Account. If you have questions about a payment made to us, we encourage you to contact [Customer Care](#) before filing a Chargeback. We reserve our right to dispute any Chargeback.

9.7. Our Payment Processor. We use third party payment processors (each, a "Payment Processor") to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, in addition to this Agreement. **Except for payments made through mobile app stores, our current Payment Processor is Stripe, and your payments are**

processed by Stripe in accordance with Stripe's terms of service and privacy policy. You agree to pay us, through the Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct our Payment Processor to correct, any errors or mistakes, even if payment has already been requested or received.

9.8. Fees For Third Party Services. Third Party Services purchased via the Services may be subject to different refund or other policies that those Third Party Services determine, and such Third Party Services may be non-refundable. The purchase terms and conditions for such Third Party Services may be displayed during the purchase process, such as through a link to the purchase terms and conditions. It's your responsibility to verify your ability to purchase, cancel or obtain a refund for a Third Party Service. Unless otherwise stated in this Agreement, we don't offer refunds for purchases of Third Party Services.

10. Your eCommerce On Squarespace

We offer tools to help you conduct eCommerce activities on Squarespace, such as selling your products or collecting donations. How you conduct your eCommerce activities is your responsibility, and we're not liable for it. Also, be sure to follow our eCommerce rules, or we may terminate your account. Finally, when you use a third party to process payments for your eCommerce activities, remember that your relationship is with them, not us.

10.1. eCommerce Responsibilities. The Services include features that enable you to provide or sell products and services to, or otherwise collect payments from, your End Users (such activities, "Your eCommerce"). **We're not a party to, and we aren't liable for, Your eCommerce. You're solely responsible for Your eCommerce, and compliance with any laws or regulations related to it, including without limitation the following:**

10.1.1. Taxes. You're solely responsible for: (a) all Taxes and fees associated with Your eCommerce, including without limitation any Taxes related to the purchase or sale of products or services in connection with Your eCommerce; (b) collecting, reporting and remitting required Taxes to relevant government authorities; (c) informing your End Users of required Taxes, and providing them with invoices as required by applicable law; (d) monitoring distance sales thresholds in the EU and other indirect Taxes (such as value-added tax or goods and services tax) and registration thresholds in the countries where you have customers or where you ship goods to or provide services to; and (e) registering for indirect Taxes in countries where you are required to register. You also agree that any tax estimates, reporting or related materials that we may provide via the Services are for illustration purposes only, and you may not rely on them to comply with your tax obligations. We do not give tax advice, and nothing we say should be interpreted as such.

10.1.2. Fulfillment And Delivery. You're solely responsible for fulfilling and delivering your products and services to your End Users.

10.1.3. Claims And Warranties. You're solely responsible for any claims or warranties you make in connection with Your eCommerce and any claims made by End Users against you.

10.1.4. Customer Service. You're solely responsible for handling any comments or complaints related to Your eCommerce, including without limitation any issues related to payments, promotions, refunds or chargebacks. You agree to provide accurate and complete contact information on Your Sites so that your End Users can submit comments or complaints to you.

10.1.5. Site Terms, Policies And Legal Compliance. You agree to post and make clearly available on Your Sites a privacy and cookie policy, and any other terms or policies that may be required by applicable law, and you warrant that Your Sites and Your eCommerce and your conduct will comply with all applicable laws and regulations. You agree that we do not and will not provide any legal advice regarding such terms, policies or compliance.

10.1.6. Consumer, eCommerce And Other Laws. You are also responsible for complying with any consumer, eCommerce and related laws.

10.2. eCommerce Restrictions. You may not offer or sell any products or services which, in our sole discretion: (a) we consider hazardous, counterfeit, stolen, fraudulent, abusive or adverse to our interests or reputation; (b) are prohibited for sale, distribution or use; or (c) otherwise fail to comply with any applicable laws or regulations, including without limitation with respect to intellectual property, trade secrets, privacy or publicity rights, consumer protection, product safety or trade regulations or export controls, regulations or sanctions.

10.3. eCommerce Suspensions. While we'd prefer not to, we may, at any time and in our sole discretion, and without any notice to you, suspend, restrict or disable access to or remove your Account, Your Sites or Your eCommerce, without any liability to you or to any End Users, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses (except where prohibited by applicable law). For example, we may suspend Your eCommerce if you're violating this Agreement.

10.4. eCommerce Payment Processors. To accept payments from your End Users in connection with Your eCommerce, you may integrate Your Sites with third party payment processors ("eCommerce Payment Processors"). Your relationship with such eCommerce Payment Processors is governed by those eCommerce Payment Processors' terms and policies. We don't control and aren't liable for any eCommerce Payment Processors, or for any transaction you may enter into with or through any eCommerce Payment Processors. eCommerce Payment Processors are a Third Party Service, as defined in Section 4.1. While we will try to provide advance notice, you agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, restrict or disable access to or remove from the Services, any eCommerce Payment Processors, without any liability to you or to any End Users, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses (except where prohibited by applicable law). Your eCommerce Payment Processors may provide invoices for any transaction fees associated with Your eCommerce transactions.

11. Domains

This section explains how we provide our domain services. Your domain registrations are also subject to agreements with third parties, including ICANN and our third party registrar partners.

11.1. Reseller Services. We work with third party registrars to provide you with domain services. When you register a domain name, or renew or transfer an existing domain name, via the Services, you are bound by the relevant registrar's terms and conditions. Registrars are a Third Party Service, as defined in Section 4.1. **Currently, the registrar for the Services is Tucows Inc., and all registrations and renewals via the Services are subject to the [Tucows Terms and Conditions](#) (the "Tucows Terms"), under which we're the "Reseller". Your breach of the Tucows Terms is a breach of this Agreement.**

11.2. ICANN. Your use of our domain services is subject to the policies, including without limitation the dispute resolution policies, of the Internet Corporation for Assigned Names and Numbers ("ICANN"). Your rights and responsibilities as a domain name registrant under ICANN's 2009 Registrar Accreditation Agreement are summarized [here](#). You can learn more about domain name registration in general [here](#). Country code top level domain names may not be subject to ICANN policies. In such cases, the applicable policies are set forth in the Tucows Terms.

11.3. Transfers, Renewals And Refunds. You may not be able to transfer a domain name for the first sixty (60) days following registration. For renewals, we or our registrar will try to provide you notice thirty (30) days before, five (5) days before and three (3) days after your scheduled domain renewal date. However, you agree that renewing your domain is solely your responsibility. **If you cancel a domain name purchase within the first five (5) days following your purchase, if the Tucows Terms permit, we may provide a full refund. However, we don't offer refunds for domain renewals or transfers.**

12. Term And Termination

Either of us can end this agreement at any time.

This Agreement will remain in effect until terminated by either you or us. You may terminate this Agreement at any time via the Services. **We reserve the right to change, suspend or discontinue, or terminate, restrict or disable your use of or access to, parts or all of the Services or their functionality at any time at our sole discretion and without notice.** For example, we may suspend or terminate your use of part or all of the Services if you're violating these Terms or our [Acceptable Use Policy](#). We will endeavor to provide you reasonable notice upon suspending or terminating part or all of the Services. All sections of this Agreement that by their nature should survive termination shall survive termination, including without limitation Your Content, Our Intellectual Property, Warranty Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution and Additional Terms.

13. Warranty Disclaimers.

We work hard to make Squarespace great, but the services are provided as is, without warranties.

13.1. Disclaimers. To the fullest extent permitted by applicable law, Squarespace makes no warranties, either express or implied, about the Services. The Services are provided “as is” and “as available”. Squarespace also disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. No advice or information, whether oral or written, obtained by you from Squarespace, shall create any warranty. Squarespace makes no warranty or representation that the Services will: (a) be timely, uninterrupted or error-free; (b) meet your requirements or expectations; or (c) be free from viruses or other harmful components.

13.2. Exceptions. Under certain circumstances, some jurisdictions don't permit the disclaimers in Section 13.1, so they may not apply to you. However, the disclaimers apply to the maximum extent permitted by applicable law. You may have other statutory rights and nothing in this Agreement affects your statutory rights or rights under mandatory laws. The duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by applicable law.

14. Limitation Of Liability

If something bad happens as a result of your using Squarespace, our liability is capped.

Unless you are an EU Consumer, you acknowledge and agree that to the fullest extent permitted by applicable law, in no event will Squarespace and its affiliates and its and their directors, officers, employees and agents be liable with respect to any claims arising out of or related to the Services or this Agreement for: (a) any indirect, special, incidental, exemplary, punitive or consequential damages; (b) any loss of profits, revenue, data, goodwill or other intangible losses; (c) any Losses (as defined below) related to your access to, use of or inability to access or use parts, some or all of your Account, Your Sites or parts or all of the Services, including without limitation interruption of use or cessation or modification of any aspect of the Services; (d) any Losses related to unavailability, degradation, loss, corruption, theft, unauthorized access or, unauthorized alteration of, any content, information or data, including without limitation User Content and Your eCommerce data; (e) any User Content or other conduct or content of any user or third party using the Services, including without limitation defamatory, offensive or unlawful conduct or content; or (f) any Third Party Services or third party sites accessed via the Services. If you are an EU Consumer, we shall, despite any other provision in this Agreement, provide the Services with reasonable care but will not be liable for any losses which were not a reasonably foreseeable consequence of our breach of this Agreement (except in relation to death or personal injury resulting from our negligence or fraud). These limitations apply to any theory of liability, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, whether or not Squarespace has been informed of the possibility of such damage, and even if a remedy set forth in this Agreement is found to have failed its

essential purpose. To the fullest extent permitted by applicable law (whether or not you are an EU Consumer), in no event shall the aggregate liability of Squarespace for all claims arising out of or related to the Services and this Agreement exceed the greater of twenty dollars (\$20) or the amounts paid by you to Squarespace in the twelve (12) months immediately preceding the event that gave rise to such claim. If you are an EU Consumer, Squarespace is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors or other vicarious agents. An "EU Consumer" means a natural person acting for purposes outside their trade, business, craft or profession (as opposed to a User for business or commercial purposes) habitually residing in the European Economic Area.

15. Indemnification

If you do something that gets us sued, you'll cover us.

To the fullest extent permitted by law, you agree to indemnify and hold harmless Squarespace and its affiliates and its and their directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) (collectively, "Losses") arising out of or related to: (a) your breach of this Agreement; (b) your User Content, Your Sites and Your eCommerce; (c) any claims by, on behalf of or against your End Users; (d) your violation of any law or regulation or the rights or good name of any third party; and (e) any claims from tax authorities in any country in relation to Your eCommerce operations, including without limitation your sales to individual consumers (including distance sales) and other operations for which Squarespace may be held jointly and severally liable. Your indemnification obligations under this Section shall not apply to the extent directly caused by our breach of this Agreement or, where you are an EU Consumer, to the extent that the consequences were not reasonably foreseeable.

16. Dispute Resolution

This Section 16 may not apply to you. If it does, before filing a claim against Squarespace, you agree to try to work it out informally with us first. Also, all formal disputes must be resolved through arbitration following the rules described below, unless you opt out of arbitration following the procedure described below. Finally, claims can only be brought individually, and not as part of a class action.

16.1. Applicability. This Section 16 shall only apply to: (a) US Users; (b) Non-US Users who are not EU Consumers; or (c) EU Consumers who bring any claim against Squarespace in the US (to the extent not in conflict with Section 17.2).

16.2. Informal Resolution. Before filing a claim against Squarespace, you agree to try to resolve the dispute by first emailing legal@squarespace.com with a description of your claim. We'll try to resolve the dispute informally by following up via email, phone or other methods. If we can't resolve the dispute within thirty (30) days of our receipt of your first email, you or Squarespace may then bring a formal proceeding.

16.3. Arbitration Agreement. Unless you opt-out during the Opt-Out Period in accordance with Section 16.4, you and Squarespace agree to resolve any claims, disputes and matters arising out of or in connection with this Agreement (including without limitation its existence, formation, operation and termination) and/or the Services (including without limitation non-contractual disputes and matters) through final and binding arbitration and you and Squarespace expressly waive the right to formal court proceedings (including without limitation trial by jury), except as set forth below. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. There is no judge or jury in arbitration, only an experienced, independent third party that will act as the arbitrator, and court review of an arbitration award is limited.

16.4. Arbitration Opt-Out. You can decline this agreement to arbitrate by emailing us at arbitration-opt-out@squarespace.com within thirty (30) days of the date that you first agree to this Agreement ("Opt-Out Period"). Your email must be sent from the email address you use for your Account, and must include your

full name, residential address and a clear statement that you want to opt out of arbitration. If you opt out of arbitration pursuant to this Section 16.4, then Sections 16.3, 16.5, 16.6 and 16.7 of these Terms do not apply to you. This opt-out doesn't affect any other sections of the Terms, including without limitation Sections 16.9 (Time for Filing), 16.10 (No Class Actions) and 17.2 (Controlling Law; Judicial Forum for Disputes). If you have any questions about this process, please contact legal@squarespace.com.

16.5. Arbitration Time For Filing. Any arbitration must be commenced by filing a demand for arbitration within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

16.6. Arbitration Procedures. JAMS, Inc. ("JAMS") will administer the arbitration in accordance with the [JAMS Streamlined Arbitration Rules & Procedures](#) ("JAMS Rules") in effect at the time of the dispute.

16.6.1. US Users. If you are a US User, you and Squarespace agree that this Agreement affects interstate commerce, so the US Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of these provisions (despite Section 17.2 below). Any arbitration hearings will take place at a location to be agreed upon in New York, New York, in English, and shall be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the JAMS Rules. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including without limitation reasonable attorneys' fees and costs), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

16.6.2. Non-US Users. If you are a Non-US User, you and Squarespace agree that any arbitration hearings will take place at a location to be agreed upon in Dublin, Ireland, in English, and shall be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected in accordance with the JAMS Rules. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including without limitation reasonable attorneys' fees and costs), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

16.6.3. EU Consumers. If you are an EU Consumer who brings a claim against Squarespace in the US, you and Squarespace agree that any arbitration hearings will take place at a location to be agreed upon in New York, New York, in English, and shall be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the JAMS Rules. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including without limitation reasonable attorneys' fees and costs), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

16.7. Arbitration Fees. The JAMS Rules will govern payment of all arbitration fees. We won't seek our attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

16.8. Exceptions To Arbitration Agreement. Notwithstanding anything in this Agreement, either you or Squarespace may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement or misappropriation (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.

16.8.1. US Users. If you are a US User, either you or Squarespace may assert claims, if they qualify, in small claims court in New York, New York or any US county where you live or work.

16.8.2. Non-US Users. If you are a Non-US User, either you or Squarespace may assert claims, if they qualify, in small claims court in Dublin, Ireland or any county in Ireland where you live or work.

16.8.3. EU Consumers. If you are an EU Consumer who brings a claim against Squarespace in the US, such claims must be asserted, if they qualify, in small claims court in New York, New York.

16.9. Time For Filing. Any claim not subject to arbitration must be commenced within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

16.10. NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, collective, consolidated or representative action. Class actions, class arbitrations, collective actions, private attorney general actions and consolidation with other arbitrations aren't allowed.

17. Additional Terms

This section includes some additional important terms. For instance, this Agreement is the whole agreement between us regarding your use of Squarespace. Depending on where you reside or have your place of business, this Agreement is governed by either US or Irish law. If we ever change it in a way that meaningfully reduces your rights, we'll give you notice and an opportunity to cancel. Also, if you're reading this in a language other than English, note that the English language version controls.

17.1. Entire Agreement. This Agreement constitutes the entire agreement between you and Squarespace regarding the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. You agree that you have not relied upon, and have no remedies in respect of, any term, condition, statement, warranty or representation except those expressly set out in this Agreement. You also may be subject to additional terms, policies or agreements that may apply when you use other services, including Third Party Services. This Agreement creates no third party beneficiary rights, and no third party shall have any right or standing to claim benefit or bring an action to enforce this Agreement.

17.2. Controlling Law; Judicial Forum For Disputes.

17.2.1. US Users. If you are a US User, this Agreement (including its existence, formation, operation and termination) and the Services as well as all disputes and matters arising out of or in connection with this Agreement and the Services (including non-contractual disputes and matters) shall be governed in all respects by the laws of the State of New York, without regard to its conflict of law provisions, except that the Federal Arbitration Act ("FAA") shall prevail to the extent that there exists any conflict between the FAA and the laws of the State of New York with respect to Section 16. If Section 16 is found not to apply to you or your claim, or if you opt out of arbitration pursuant to Section 16.4, you and Squarespace agree that any judicial proceeding (other than small claims actions) arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) must be brought exclusively in the federal or state courts of New York, New York and you and Squarespace consent to venue and personal jurisdiction in such courts.

17.2.2. Non-US Users. If you are a Non-US User, this Agreement (including its existence, formation, operation and termination) and the Services as well as all disputes and matters arising out of or in connection with this Agreement and the Services (including non-contractual disputes and matters) shall be governed in all respects by the laws of Ireland, without regard to its conflict of law provisions. If you are an EU Consumer, this Section does not limit or affect any rights you may have under any mandatory laws of the country where you habitually live. If Section 16 is found not to apply to you or your claim, or if you opt out of arbitration pursuant to Section 16.4, you and Squarespace agree that, except where Section 17.2.3 applies, any judicial proceeding (other than small claims

actions) arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) must be brought exclusively in the courts of Ireland and you and Squarespace consent to venue and personal jurisdiction in such courts.

17.2.3. EU Consumers. If you are an EU Consumer, as long as Section 16 does not apply to you or your claim, you and Squarespace agree that any judicial proceeding arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) may only be brought in a court located in Ireland or a court with jurisdiction in your place of habitual residence. If you are an EU Consumer and Squarespace wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you habitually reside.

17.3. EU Online Dispute Resolution. If you are an EU Consumer, you can access the European Commission's online dispute resolution platform [here](#). Please note that Squarespace Ireland is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with you.

17.4. Waiver, Severability And Assignment. Our failure or delay to enforce any provision of this Agreement is not a waiver of our right to do so later. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not delegate, transfer or assign this Agreement or any of your rights or obligations hereunder without our prior written consent, and any such attempt will be of no effect. We may delegate, transfer or assign this Agreement or some or all of our rights and obligations hereunder, in our sole discretion, to any of our affiliates or subsidiaries or to any purchaser of any of our business or assets associated with the Services, with thirty (30) days prior written notice. If you are an EU Consumer, we will ensure that the delegation, transfer or assignment does not adversely affect your rights under this Agreement.

17.5. Modifications. We may modify this Agreement from time to time, and will post the most current version on our site. If a modification meaningfully reduces your rights, we'll notify you (by, for example, sending you an email or displaying a prominent notice within the Services). The notice will designate a reasonable period after which the new terms will take effect. Modifications will not apply retroactively. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the modified Agreement and price changes. If you disagree with our changes, then you must stop using the Services and cancel all Paid Services.

17.6. Events Beyond Our Control. We are not in breach of this Agreement or liable to you if there is any total or partial failure of performance of the Services resulting from any act, circumstance, event or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out or any other reason beyond our reasonable control.

17.7. Translation. This Agreement was originally written in English. We may translate this Agreement into other languages. In the event of a conflict between a translated version and the English version, the English version will control except where prohibited by applicable law.

The Fine Print

The Fine Print

Privacy Policy

Privacy Policy

Effective Date: February 24, 2020

Thanks for visiting Squarespace! Squarespace ("Squarespace", "we", "us" or "our") respects your privacy. When it comes to your personal information, we believe in transparency, not surprises. That's why we've set out here what personal information we collect, what we do with it and your choices and rights.

By using any of Squarespace's Services, you confirm you have agreed to the [Terms of Service](#) and read and understood this Privacy Policy and our [Cookie Policy](#).

1. Some key terms

In our Privacy Policy, when we refer to “Users”, we mean our customers who use our Services, including visitors to our sites. We explain who we are in the “Who is Squarespace?” section below. The users, visitors and customers of, our Users’ sites are “End Users”. Any other capitalized terms not defined in this Privacy Policy have the meanings in our [Terms of Service](#).

2. How does this Privacy Policy apply?

This Privacy Policy describes what we do with personal information that we collect and use for our own purposes (i.e., where we are a controller), such as your account information and information about how you use and interact with our Services, including information you submit to our customer support as well as certain information relating to your End Users. This Privacy Policy does not apply to personal information of our employees or job applicants (except to the extent employees or job applicants are Users).

We use cookies and similar technologies. Our [Cookie Policy](#) describes what we do in that regard.

We also host and process User Content on behalf of our Users. Our Users tell us what to do with User Content, and we follow their instructions. This Privacy Policy does not describe what we do with User Content on our Users’ instructions (i.e., as their processor or service provider). If you are an End User of one of our User’s sites and want to know how a User handles your information, you should check the site's privacy policy, if applicable. If you want to know about what we do for our own purposes, read on.

If you are a User, see our [Data Processing Addendum](#) to learn more about how we process User Content or other personal information on your instructions or with your permission. Please see Section 3.7 of our Terms of Service to learn more about how we act as a “Service Provider” if you are a “Business” under the CCPA with respect to data of your “Consumers” (as defined under the CCPA) which meets the definition of “Personal Information” under the CCPA.

3. Personal information we collect

We collect various personal information regarding you or your device. This includes the following:

- Information you provide to create an Account, specifically email address, first name and last name. If you sign up for Paid Services, we receive a portion of your payment information from our payment processor (such as the last four digits, the country of issuance and the expiration date of the payment card) and we ask you to select your jurisdiction.
- Your marketing preferences.
- The emails and other communications that you send us or otherwise contribute, such as customer support inquiries or posts to our customer message boards or forums. Please be aware that information on public parts of our sites is available to others.
- Information you share with us in connection with surveys, contests or promotions.
- Information from your use of the Services or Users' sites. This includes: IP addresses, preferences, web pages you visited prior to coming to our or our Users' sites, information about your browser, network or device (such as browser type and version, operating system, internet service provider, preference settings, unique device IDs and language and other regional settings), information about how you interact with the Services and our Users' sites (such as timestamps, clicks, scrolling, browsing times, searches, transactions, referral pages, load times, and problems you may encounter, such as loading errors).
- Information we get from our partners to support our marketing initiatives, improve our Services and better monitor, manage and measure our ad campaigns, such as details about when a partner of ours shows you one of our ads on or via its advertising platform.
- Other information you submit to us directly or through Third Party Services if you use a Third Party Service to create an Account (based on your privacy settings with such Third Party Service).

4. How we collect personal information

We obtain personal information from various sources. We do this in three main ways:

- You provide some of it directly (such as by registering for an Account).
- We record some of it automatically when you use our Services or Users' sites (including with technologies like cookies).
- We receive some of it from third parties (like when you register for an account using a Third Party Service or when you make payments to us using our payment processor or via a mobile app store).

We've described this in more detail below.

a. Personal information you provide

When you use our Services, we collect information from you in a number of ways. For instance, we ask you to provide your name and email address to register and manage your Account. We also maintain your marketing preferences and the emails and other communications that you send us or otherwise contribute, such as customer support inquiries or posts to our customer message boards or forums. You might also provide us with information in other ways, including by responding to surveys, submitting a form or participating in contests or similar promotions.

Sometimes we require you to provide us with information for contractual or legal reasons. For example, we may ask you to select your jurisdiction when you sign up for Paid Services to determine if, and how much, tax we need to collect from you. We'll normally let you know when information is required, and the consequences of failing to provide it. If you do not provide personal information when requested, you may not be able to use our Services if that information is necessary to provide you with the service or if we are legally required to collect it.

b. Personal information obtained from your use of our Services

When you use our Services, we collect information about your activity on and interaction with the Services, such as your IP address(es), your device and browser type, the web page you visited before coming to our sites, what pages on our sites you visit and for how long and identifiers associated with your devices. If you've given us permission through your device settings, we may collect your location information in our mobile apps.

If you are an End User of our Users' sites, we also get information about your interactions with their sites, though we use this in anonymous, aggregated or pseudonymized form which does not focus on you individually. We use this data to evaluate, provide, protect or improve our Services (including by developing new products and services).

Some of this information is collected automatically using cookies and similar technologies when you use our Services and our Users' sites. We let our Users control what cookies and similar technologies are used through their sites (except those we need to use to properly provide the Services, such as for performance or security related reasons). You can read more about our use of cookies in our [Cookie Policy](#). Some of this information is similarly collected automatically through your browser or from your device.

c. Personal information obtained from other sources

If you use a Third Party Service (such as Google) to register for an Account, the Third Party Service may provide us with your Third Party Service account information on your behalf, such as your name and email address (we don't collect or store passwords you use to access Third Party Services). Your privacy settings on the Third Party Service normally control what they share with us. Make sure you are comfortable with what they share by reviewing their privacy policies and, if necessary, modifying your privacy settings directly on the Third Party Service.

If you sign up for Paid Services directly with us, we obtain limited information about your payment card from our payment processor, such as the last four digits, the country of issuance and the expiration date.

Currently, our payment processor is Stripe. Stripe uses and processes your complete payment information in accordance with [Stripe's privacy policy](#).

This paragraph is not applicable if you sign up for Paid Services as an in-app purchase via a mobile app store. Please see Google's privacy policy and Apple's privacy policy for information about how they use and process your payment information.

5. How we use your personal information

We use the personal information we obtain about you for the following purposes:

- **Provision of the Services.** Create and manage your Account, provide and personalize our Services, process payments and respond to your inquiries.
- **Communicating with you.** Communicate with you, including by sending you emails about your transactions and Service-related announcements.
- **Surveys and contests.** Administer surveys, contests and other promotions.
- **Promotion.** Promote our Services and send you tailored marketing communications about products, services, offers, programs and promotions of Squarespace and our partners and measure the success of those campaigns. For example, we may send different marketing communications to you based on your subscription plan or what we think may interest you based on other information we hold about you.
- **Advertising.** Analyze your interactions with our Services and third parties' online services so we can tailor our advertising to what we think will interest you. For example, we may decide not to advertise our Services to you on a social media site if you already signed up for Paid Services or we may choose to serve you a particular advertisement based on your subscription plan or what we think may interest you based on other information we hold about you.
- **Customizing the Services.** Provide you with customized services. For example, we use your location information to determine your language preferences or display accurate date and time information. We also use cookies and similar technologies for this purpose, such as remembering which of Your Sites you most recently edited.
- **Improving our Services.** Analyze and learn about how the Services are accessed and used, evaluate and improve our Services (including by developing new products and services and managing our communications) and monitor and measure the effectiveness of our advertising. We usually do this based on anonymous, pseudonymized or aggregated information which does not focus on you individually. For example, if we learn that most Users of Paid Services use a particular integration or feature, we might wish to expand on that integration or feature.
- **Security.** Ensure the security and integrity of our Services.

- **Third party relationships.** Manage our vendor and partner relationships.
- **Enforcement.** Enforce our Terms of Service and other legal terms and policies.
- **Protection.** Protect our and others' interests, rights and property (e.g., to protect our Users from abuse).
- **Complying with law.** Comply with applicable legal requirements, such as tax and other government regulations and industry standards, contracts and law enforcement requests.

We process your personal information for the above purposes when:

- **Consent.** You have consented to the use of your personal information in a particular way. When you consent, you can change your mind at any time.
- **Performance of a contract.** We need your personal information to provide you with services and products requested by you, or to respond to your inquiries. In other words, so we can perform our contract with you or take steps at your request before entering into one. For example, we need your email address so you can sign in to your Squarespace account.
- **Legal obligation.** We have a legal obligation to use your personal information, such as to comply with applicable tax and other government regulations or to comply with a court order or binding law enforcement request.
- **Legitimate interests.** We have a legitimate interest in using your personal information. In particular, we have a legitimate interest in the following cases:
 - To operate the Squarespace business and provide you with tailored advertising and communications to develop and promote our business.
 - To analyze and improve the safety and security of our Services - we do this as it is necessary to pursue our legitimate interests in ensuring Squarespace is secure, such as by implementing and enhancing security measures and protections and protecting against fraud, spam and abuse.
 - To provide and improve the Services, including any personalized services - we do this as it is necessary to pursue our legitimate interests of providing an innovative and tailored offering to our Users on a sustained basis.

- To share your personal information with other Squarespace group companies that help us provide and improve the Services.
- To anonymize and subsequently use anonymized information.
- **Protecting you and others.** To protect your vital interests, or those of others.
- **Others' legitimate interests.** Where necessary for the purposes of a third party's legitimate interests, such as our partners who have a legitimate interest in delivering tailored advertising to you and monitoring and measuring its effectiveness or our Users who have a legitimate interest in having their sites function properly and securely and analyzing the usage of their sites so they can understand trends and improve their services.

6. How we share your personal information

We share personal information in the following ways:

- **Affiliates.** We share personal information with our affiliates when it is reasonably necessary or desirable, such as to help provide services to you or analyze and improve the services we or they provide.
- **Users.** We share with our Users data regarding usage by End Users of their sites. For example, we provide a User with information about what web page the End User visited before coming to their site and how their End Users interacted with their site. This is so Users can analyze the usage of their sites and improve their services.
- **Business partners.** We may share personal information with business partners. For example, we may share your personal information when our Services are integrated with their Third Party Services, but only when you have been informed or would otherwise expect such sharing.
- **Service providers.** We share personal information with our service providers that perform services on our behalf. For example, we may use third parties to help us provide customer support, manage our advertisements on other sites, send marketing and other communications on our behalf or assist with data storage.

- **Process payments.** We transmit your personal information via an encrypted connection to our payment processor.
- **Following the law or protecting rights and interests.** We disclose your personal information if we determine that such disclosure is reasonably necessary to comply with the law, protect our or others' rights, property or interests (such as enforcing our Terms of Service) or prevent fraud or abuse of Squarespace or our Users or End Users. In particular, we may disclose your personal information in response to lawful requests by public authorities, such as to meet national security or law enforcement requirements.
- **Advertising.** We share personal information with third parties so they and we can provide you with tailored advertising and measure and monitor its effectiveness. For example, we may share your pseudonymized email address with a third party social media platform on which we advertise to avoid serving Squarespace ads to people who already use Squarespace.
- **Business transfers.** If we're involved in a reorganization, merger, acquisition or sale of some or all of our assets, your personal information may be transferred as part of that deal or the negotiation of contemplated deals.

7. Your rights and choices

Where applicable law requires (and subject to any relevant exceptions under law), you may have the right to access, update, change or delete personal information.

You can access, update, change or delete personal information (or that of your End Users) either directly in your Account or by contacting us at privacy@squarespace.com to request the required changes. You can exercise your other rights (including deleting your Account) by contacting us via your Account at the same email address. Please note that we may need to verify your identity in connection with your requests, and such verification process may, if you do not have access to your Account, require you to provide us with additional information (e.g. government identification). Even if you have access to your Account, we may request additional information if we believe it's necessary to verify your identity. If we are unable to verify your identity or request, we may not, in accordance with applicable law, be able to fulfill your request.

You can also elect not to receive marketing communications by changing your preferences in your Account or by following the unsubscribe instructions in such communications.

Please note that, for technical reasons, there is likely to be a delay in deleting your personal information from our systems when you ask us to delete it. We also will retain personal information in order to comply with the law, protect our and others' rights, resolve disputes or enforce our legal terms or policies, to the extent permitted under applicable law.

You may have the right to restrict or object to the processing of your personal information or to exercise a right to data portability under applicable law. You also may have the right to lodge a complaint with a competent supervisory authority, subject to applicable law. If you are subject to EU data protection laws, we suggest you lodge any such complaints with our lead supervisory authority:

Irish Data Protection Commissioner
Office of the Data Protection Commissioner
Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23, Ireland
Phone +353 57 868 4757
Fax: +353 57 868 4757
Email: info@dataprotection.ie

Additionally, if we rely on consent for the processing of your personal information, you have the right to withdraw it at any time and free of charge. When you do so, this will not affect the lawfulness of the processing before your consent withdrawal.

Our [Cookie Policy](#) explains how you can manage cookies and similar technologies.

If you are an End User of one of our User's sites, you should contact them to exercise your rights with respect to any information they hold about you.

8. How we protect your personal information

While no service is completely secure, we have a security team dedicated to keeping personal information safe. We maintain administrative, technical and physical safeguards that are intended to appropriately protect against accidental

or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse and any other unlawful form of processing, of the personal information in our possession. We employ security measures such as using firewalls to protect against intruders, building redundancies throughout our network (so that if one server goes down, another can cover for it) and testing for and protecting against network vulnerabilities.

9. How we retain your personal information

We retain personal information regarding you or your use of the Services for as long as your Account is active or for as long as needed to provide you or our Users with the Services. We also retain personal information for as long as necessary to achieve the purposes described in this Privacy Policy, for example, to comply with our legal obligations, to protect us in the event of disputes and to enforce our agreements and to protect our and others' interests.

The precise periods for which we keep your personal information vary depending on the nature of the information and why we need it. Factors we consider in determining these periods include the minimum required retention period prescribed by law or recommended as best practice, the period during which a claim can be made with respect to an agreement or other matter, whether the personal information has been aggregated or pseudonymized, and other relevant criteria. For example, the period we keep your email address is connected to how long your Account is active, while the period for which we keep a support message is based on how long has passed since the last submission in the thread.

As Users may have a seasonal site or come back to us after an Account becomes inactive, we don't immediately delete your personal information when your trial expires or you cancel all Paid Services. Instead, we keep your personal information for a reasonable period of time, so it will be there for you if you come back.

You may delete your Account by contacting us at privacy@squarespace.com and Squarespace will delete the personal information it holds about you (unless we need to retain it for the purposes set out in this Privacy Policy).

Please note that in the course of providing the Services, we collect and maintain aggregated, anonymized or de-personalized information which we may retain indefinitely.

10. Data transfers

Personal information that you submit through the Services may be transferred to countries other than where you live, such as, for example, to our servers in the U.S. We also store personal information locally on the devices you use to access the Services.

Your personal information may be transferred to countries that do not have the same data protection laws as the country in which you initially provided the information.

We rely upon a number of means to transfer personal information which is subject to the European General Data Protection Regulation ("GDPR") in accordance with Chapter V of the GDPR. These include:

- **Privacy Shield.** We transfer, in accordance with Article 45 of the GDPR, personal information to companies that have certified their compliance with the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks (each individually and jointly, the "Privacy Shield"), including Squarespace, Inc.
- **Standard data protection clauses.** We may, in accordance with Article 46 of the GDPR, transfer personal information to recipients that have entered into the European Commission approved contract for the transfer of personal data outside the European Economic Area.
- **Other means.** We may, in accordance with Articles 45 and 46 of the GDPR, transfer personal information to recipients that are in a country the European Commission or a European data protection supervisory authority has confirmed, by decision, offers an adequate level of data protection, pursuant to an approved certification mechanism or code of conduct, together with binding enforcement commitments from the recipient to apply the appropriate safeguards, including as regards data subjects' rights, or to processors which have committed to comply with binding corporate rules.

You can find out more information about these transfer mechanisms [here](#).

11. Privacy Shield

Squarespace, Inc. has certified its compliance to the Privacy Shield.

Squarespace is committed to treating personal information received from the European Economic Area, Switzerland and the United Kingdom pursuant to the Privacy Shield Frameworks in accordance with the applicable Principles. You can find our certification [here](#) and you can learn more about the Frameworks and Principles by visiting <https://www.privacyshield.gov/>.

Our accountability for personal information we receive under the Privacy Shield and subsequently transfer to a third party is described in the Privacy Shield Principles. In particular, we may use third parties to process data on our behalf as described in this Privacy Policy, and we remain liable if they do so in a manner inconsistent with the Privacy Shield Principles, unless we prove that we are not responsible for the event giving rise to the damage.

If you have a question or complaint you believe to be within the scope of our Privacy Shield certification, please contact us first at privacy@squarespace.com, or using the contact details in the "How to contact us" section below. We'll respond within 45 days.

For any complaints that we can't resolve directly, JAMS is the independent organization responsible for reviewing and resolving complaints about our Privacy Shield compliance. You can contact JAMS free of charge at <https://www.jamsadr.com/eu-us-privacy-shield>. JAMS is an alternative dispute resolution provider based in the U.S.

If your concern still isn't addressed by JAMS, you may be entitled to a binding arbitration under the Privacy Shield Principles. For purposes of enforcing compliance with the Privacy Shield, Squarespace, Inc. is subject to the investigatory and enforcement authority of the U.S. Federal Trade Commission.

12. End Users' personal information

Our customers who have created a site using Squarespace are responsible for what they do with the personal information they collect, directly or through Squarespace, about their End Users. This Section 12 is directed to such customers.

a. Your relationship with End Users

If you're one of our Users, you will collect personal information about your End Users. For example, during checkout you may ask your End Users to provide their name, address, email address and payment information so that you can complete their orders. You may also use cookies and similar technologies to analyze usage and other trends.

You're solely responsible for complying with any laws and regulations that apply to your collection and use of your End Users' information, including personal information you collect about them from us or using Squarespace functionality or cookies or similar technologies.

You must publish your own privacy and cookie policies and comply with them.

We're not liable for your relationship with your End Users or how you collect and use personal information about them (even if you collect it from us or using Squarespace functionality or cookies or similar technologies) and we won't provide you with any legal advice regarding such matters.

b. End User payment information

Your End Users' payment information may be processed via third party eCommerce Payment Processors with which you integrate your Account, in accordance with such eCommerce Payment Processors' terms and policies. We transmit your End Users' complete payment information when they initially provide or update it only so that we can pass it along to the eCommerce Payment Processors you agree to use. We don't collect or store your End Users' payment information.

13. California Residents

This Section 13 is only applicable to you if you are a resident of the state of California in the US ("California Residents") and only applies to personal information for which Squarespace is a "Business" (as defined in the CCPA), but does not apply to personal information we collect from you in the course of our provision of services to you where you are an employee, owner, director, officer or contractor of a company, partnership, sole proprietorship, non-profit or

government agency. It applies to personal information we collect from California Residents on or through our Services and through other means (such as information collected offline or in person). With respect to personal information for which you are a "Business" and Squarespace is a "Service Provider," please see Section 3.7 of our Terms of Service.

a. Categories, business and commercial purposes, sources and third parties

California law requires us to disclose certain information regarding the categories of personal information we collect. The following is a list of all categories of personal information which Squarespace collects, or has collected, from California Residents, in the twelve (12) months prior to the effective date of this Privacy Policy (each, a "Category"), together with, for each Category: (1) the categories of sources from which such Category is collected; and (2) the categories of third parties with whom we share such Category.

- Identifiers: (1) sources: you (either directly or through a Third Party Service), collected by the Services, business partners, service providers and payment processors; and (2) third parties: business partners, service providers and payment processors.
- Commercial information: (1) sources: you (either directly or through a Third Party Service), collected by the Services, business partners and service providers; and (2) third parties: business partners, service providers and payment processors.
- Financial data: (1) sources: you (either directly or through a Third Party Service), business partners and payment processors; and (2) third parties: business partners, service providers and payment processors.
- Internet or other network or device activity: (1) sources: you (either directly or through a Third Party Service), collected by the Services, business partners, service providers and payment processors; and (2) third parties: business partners, service providers and payment processors.

- Location information: (1) sources: you (either directly or through a Third Party Service), collected by the Services, business partners and service providers; and (2) third parties: business partners, service providers and payment processors.
- Sensory information: (1) sources: you (either directly or through a Third Party Service) and service providers; and (2) third parties: business partners, service providers and payment processors.
- Other information that identifies or can be reasonably associated with you: (1) sources: you (either directly or through a Third Party Service), collected by the Services, business partners, service providers and payment processors; and (2) third parties: business partners, service providers and payment processors.

Each Category is collected for the following business purposes: (i) providing the Services (including without limitation maintaining your Account, processing and fulfilling orders, and administering surveys and contests); (ii) providing customer support for the Services; (iii) operating the Services (including without limitation managing third party relationships and enabling usage of our service providers); (iv) communicating with you; (v) customizing the Services; (vi) securing and protecting the Services (including without limitation auditing the Services, bug and fraud detection, debugging and repair of errors and the detection, protection and prosecution of security incidents or illegal activity); (vii) enforcing our terms and policies; (viii) complying with law; (ix) verifying your identity; and (x) other business purposes about which we may notify you from time to time.

Each Category is collected for uses that advance our commercial or economic interests such as: (i) promoting surveys and contests; (ii) promoting and advertising the Services; (iii) customizing the Services; (iv) improving our Services; (v) communicating with you about relevant offers from third parties; and (vi) other commercial purposes about which we may notify you from time to time.

b. Your requests

Subject to certain exceptions and restrictions, the CCPA provides California Residents the right to submit requests to a business which has collected

their personal information: (i) to provide them with access to the specific pieces and categories of personal information collected by the business about such California Resident, the categories of sources for such information, the business or commercial purposes for collecting such information, and the categories of third parties with which such information was shared; and (ii) to delete such personal information (each, a "California Request"). We need certain types of information so that we can provide our Services to you. If you ask us to delete some or all of your information, you may no longer be able to access or use the Services.

If you are a California Resident, please follow the instructions in the "Your rights and choices" section above to submit California Requests and please make sure you note that you are a California Resident when you do so. California Residents may designate an authorized agent to make California Requests on their behalf. In order to designate an authorized agent to make a California Request on your behalf, you must provide a valid power of attorney, the requester's valid government issued identification and the authorized agent's valid government issued identification.

c. We do not sell your personal information

We do not sell your personal information, as that term is defined based on our understanding of the CCPA and its implementing regulations. We have not sold any personal information to third parties for a business or commercial purpose in the 12 months prior to the effective date of this Privacy Policy. We do share personal information with third parties for the business and commercial purposes described in this Section 13, including without limitation advertising and marketing based on Users' online activities over time and across different sites, services and devices.

d. We do not discriminate against you

You also have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights. Squarespace does not discriminate against California Residents for exercising their rights.

14. Updates to this Privacy Policy

We'll update this Privacy Policy from time to time to reflect changes in technology, law, our business operations or any other reason we determine is necessary or appropriate. When we make changes, we'll update the "Effective Date" at the top of the Privacy Policy and post it on our sites. If we make material changes to it or the ways we process personal information, we'll notify you (by, for example, prominently posting a notice of the changes on our sites before they take effect or directly sending you a notification).

We encourage you to check back periodically to review this Privacy Policy for any changes since your last visit. This will help ensure you better understand your relationship with us, including the ways we process your personal information.

15. Who is Squarespace?

When we say "Squarespace" (or "we", "us" or "our"), we mean: (a) Squarespace, Inc. if you are a resident of or have your principal place of business in the United States of America or any of its territories or possessions (the "US"); or (b) Squarespace Ireland Limited, in any other case.

If your place of residence or principal place of business changes, the Squarespace entity that controls your personal information will be determined by your new residence or principal place of business from the date it changes.

16. How to contact us

If you have questions, comments or complaints about this Privacy Policy or our privacy practices or if you would like to exercise your rights and choices, please email us at privacy@squarespace.com, or write to us at the addresses below:

If you are a resident of or have your principal place of business in the US:

Squarespace, Inc.

Attention: Legal - Privacy

225 Varick Street, 12th Floor

New York, NY 10014 United States

If you are a resident of or have your principal place of business anywhere other than the US:

Squarespace Ireland Limited
Attention: Legal - Privacy
Le Pole House
Ship Street Great
Dublin 8, D08N12C
Ireland

PRODUCTS



WEBSITE TEMPLATES

WEBSITES

DOMAINS

ONLINE STORES

POINT OF SALE

EXTENSIONS

MARKETING TOOLS

EMAIL MARKETING

SCHEDULING

STORIES

PROFESSIONAL EMAIL

LOGO MAKER

PREMIUM PLAN

PRICING

FEATURE LIST

CUSTOMERS



FEATURED

SMALL BUSINESSES

PHOTOGRAPHERS

BLOGGERS

ARTISTS

RESTAURANTS

MUSICIANS

WEDDINGS

STUDENTS

COMPANY



ABOUT

CAREERS

OUR BRAND

PRESS & MEDIA

NEWSROOM

TERMS OF SERVICE

PRIVACY POLICY

CONTACT US

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HELP & SUPPORT

[HIRE AN EXPERT](#)

FORUM

[WEBINARS](#)

[DEVELOPER PLATFORM](#)

[CIRCLE](#)

FOLLOW



[NEWSROOM](#)

[SQUARESPACE BLOG](#)

[CREATIVE BLOG](#)

[ENGINEERING BLOG](#)

[SERVICE STATUS](#)

[INSTAGRAM](#)

[YOUTUBE](#)

LINKEDIN

[FACEBOOK](#)

[TWITTER](#)

Acceptable Use Policy

Last Updated: February 24, 2020

This Acceptable Use Policy outlines examples of prohibited conduct in connection with our Services. Note that any capitalized terms not defined in this Acceptable Use Policy have the meanings set forth in our [Terms of Service](#). If you have any comments or questions about this Acceptable Use Policy, feel free to [contact us](#).

Our Services are used by millions of people to express themselves, build their brands and grow their businesses. We're proud of the creative and inspiring ways that people use our Services, but we expect our users to use our platform responsibly. As a Squarespace user you agree not to misuse the Services or help anyone else do so. Below are some guidelines for what you should not do with the Services.

1. Abusing And Disrupting The Services

- 1.1. Don't probe, scan or test the vulnerability of any system or network.
- 1.2. Don't breach or otherwise bypass any security or authentication measures.
- 1.3. Don't access, tamper with or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to access.
- 1.4. Don't interfere with or disrupt any user, host or network (whether it's Squarespace's or someone else's), for example by distributing malware or overloading, flooding or mail-bombing any part of the Services.
- 1.5. Don't take apart, decompile or reverse engineer any part of the Services in an effort to access things such as source code or algorithms.
- 1.6. Don't access, search or create accounts for the Services by any means other than our publicly supported interfaces (for example, scraping, spidering or crawling).
- 1.7. Don't take action that imposes an unreasonable load on our infrastructure or our third party providers. We reserve the right to determine what's reasonable.
- 1.8. Don't provide your password to any other person, use any other person's username and password, or otherwise manage the Services through shared credentials.
- 1.9. Don't avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological or other measure (including watermarks) used by Squarespace or any other party (including another user) intended to protect the Services (including any Template).
- 1.10. Don't remove any copyright or other proprietary notices from the Services (including any Template).

2. Spamming And Phishing

- 2.1. Don't use our Services to send spam, emails that violate CAN-SPAM or other laws, emails to people who have not explicitly consented (where such consent is required) or other unsolicited communications (bulk or otherwise), promotions or advertisements. Note, we reserve the right to determine what constitutes spam.

2.2. Don't send altered, deceptive or false source-identifying information (including any misleading or incorrect names, email addresses, subject lines), including without limitation phishing or spoofing.

3. Deceiving And Impersonating Others

3.1. Don't do anything that's false, fraudulent, inaccurate or deceiving.

3.2. Don't impersonate another person, company or entity.

3.3. Don't engage in misleading or unethical marketing or advertising.

4. Stealing

4.1. Don't use unauthorized credit cards, debit cards or other unauthorized payment devices on the Services.

4.2. Don't promote or advertise products or services other than your own without appropriate authorization.

4.3. Don't sell the Services unless specifically authorized to do so, or publish or use the Services on any network or system other than those provided by Squarespace unless previously authorized by Squarespace.

5. Infringing, Misappropriating And Violating Rights

5.1. Don't infringe or misappropriate anyone's copyright, trademark or other intellectual property rights.

5.2. Don't violate anyone's privacy or publicity rights.

6. Other Improper Or Illegal Conduct

6.1. Don't threaten, harass, or abuse any individuals.

6.2. Don't incite violence.

6.3. Don't publish sexually explicit or obscene material.

6.4. Don't condone or promote self-harm.

6.5. Don't condone or promote violence against any person or group based on race, ethnicity, nationality, religion, gender, gender identity, sexual preference, age or disability.

6.6. Don't violate any laws through the Services, including without limitation all local laws regarding online conduct and acceptable content.

If we conclude, in our discretion, that you have misused the Services, we may take action against your Account or Your Sites. We try to ensure fair outcomes, but in all cases we reserve the right to remove any content or suspend or terminate your Account or Your Sites, without any refund of any amounts paid for the Services, without liability or notice to you, at any time and for any reason (except where prohibited by

applicable law). We reserve the right to enforce, or not enforce, this Acceptable Use Policy in our sole discretion.

You can report violations of these guidelines to us directly by emailing abuse@squarepace.com.

We may modify this Acceptable Use Policy from time to time, and will post the most current version on our site. If a modification meaningfully reduces your rights, we'll notify you in accordance with the procedures set forth in our [Terms of Service](#).

Cookie Policy

Effective Date: May 14, 2018

This Cookie Policy describes how Squarespace uses cookies and similar technologies to provide, customize, evaluate, improve, promote and protect our Services. Note that any capitalized terms not defined in this Cookie Policy have the meanings set forth in our [Terms of Service](#). If you have any comments or questions about this Cookie Policy, feel free to contact us at privacy@squarespace.com.

Cookies. Cookies are small pieces of text sent to your browser when you visit a site. They serve a variety of functions, like enabling us to remember certain information you provide to us as you navigate between pages on the Services. We use cookies on the website and associated domains of www.squarespace.com and on Squarespace web and mobile applications for the following purposes:

- **Authentication, Customization, Security and Other Functional Cookies.** Cookies help us verify your Account and device and determine when you're logged in, so we can make it easier for you to access the Services and provide the appropriate experiences and features. We also use cookies to help prevent fraudulent use of login credentials and to remember choices you've made on the Services, such as your language preference.
- **Performance And Analytics.** Cookies help us analyze how the Services are being accessed and used, and enable us to track performance of the Services. For example, we use cookies to determine if you viewed a page or opened an email. This helps us provide you with information that you find interesting.
- **Third Parties.** Third Party Services may use cookies to help you sign into their services from our Services. Any such third party cookie usage is governed by the policy of the third party placing the cookie.
- **Squarespace Ads.** We partner with third party publishers, advertising networks and service providers to manage our ads on other sites. Our third party partners may set cookies on your device or browser to gather information about your activities on the Services and other sites you visit, in order to provide you with Squarespace ads. For example, if you visit Squarespace and also use a social media platform, you may see a Squarespace ad in your social media newsfeed or timeline.
- **Opting Out.** You can set your browser to not accept cookies, but this may limit your ability to use the Services. We currently don't respond to DNT:1 signals from browsers visiting our Services. You can also opt out of receiving interest-based ads from certain ad networks [here](#) (or if located in the European Union, [here](#)).

Device Identifiers. We use device identifiers on Squarespace web and mobile applications to track, analyze and improve the performance of the Services and our ads.

Third Party Tags. We use and manage third party tags on the website and associated domains of www.squarespace.com and on Squarespace web and mobile applications. Third party tags may take the form of pixels or tracking snippets. We use pixels to learn how you interact with our site pages and emails, and this information helps us and our ad partners provide you with a more tailored experience. We use tracking snippets to capture data from your browser, make requests to a third party partner or set cookies on your device to store data. For example, if you see a Squarespace ad on a social media platform and choose to use Squarespace, we may use a tag to reduce the number of Squarespace ads you see on that platform. We use [Google Tag Manager](#) to manage our third party tag usage. This may

cause other tags to be activated which may, for their part, collect data and set cookies under certain circumstances. Google Tag Manager does not store this data.

Cookies on Your Sites. For information about the cookies and similar technologies used on Your Sites click [here](#).

We may update this Cookie Policy from time to time. When we make changes, we'll update the "Effective Date" at the top of the Cookie Policy and post it on our sites. We encourage you to check back periodically to review this Cookie Policy for any changes since your last visit.

The cookies Squarespace uses

Last updated April 3, 2020

SECTIONS

1. [What are cookies?](#)
2. [Functional and Required Cookies](#)
3. [Analytics and Performance Cookies](#)
4. [Disable Analytics and Performance Cookies](#)
5. [Check your cookies](#)
6. [Add a cookie banner](#)

We use cookies to help your site run effectively and provide the best experience for your visitors. This guide describes the cookies we place on visitors to your Squarespace site. This guide doesn't cover the cookies Squarespace uses on visitors to our websites or users of our web or mobile apps.

For more information about our use of cookies, including cookies we use on squarespace.com and our web and mobile apps, visit our [Cookie Policy](#) and [Privacy Policy](#).

What are cookies?

Cookies are small pieces of data that websites store on a device. Cookies can improve your visitors' browsing experience because they help websites remember preferences and understand how people use different features.

Functional and Required Cookies

Squarespace uses some necessary cookies because they allow visitors to navigate and use key features on your site. These cookies vary from site to site depending on the features it uses. For example, Functional and Required Cookies help these features work:

- [Customer accounts](#)
- [Shopping cart and checkout](#)
- [URL redirects](#)

Name	Type	Duration	Purpose
Crumb	Cookie	Session	Prevents cross-site request forgery (CSRF) .

siteUserCrumb	Cookie	3 years	Prevents cross-site request forgery (CSRF) for logged in site users.
RecentRedirect	Cookie	30 minutes	Prevents <i>redirect</i> loops if a site has custom URL redirects . Redirect loops are bad for <i>SEO</i> .
CART	Cookie	2 weeks	Shows when a visitor adds a product to their cart
hasCart	Cookie	2 weeks	Tells Squarespace that the visitor has a cart
Locked	Cookie	Session	Prevents the password-protected screen from displaying if a visitor enters the correct site-wide password.
SiteUserInfo	Cookie	3 years	Identifies a visitor who logs into a customer account
SiteUserSecureAuthToken	Cookie	3 years	Authenticates a visitor who logs into a customer account
Commerce-checkout-state	sessionstorage	Session	Stores state of checkout while the visitor is completing their order in PayPal
squarespace-popup-overlay	localstorage	Persistent	Prevents the promotional pop-up from displaying if a visitor dismisses it
squarespace-announcement-bar	localstorage	Persistent	Prevents the announcement bar from displaying if a visitor dismisses it

ss_sd	Cookie	Session	Ensures that visitors on the Squarespace 5 platform remain authenticated during their sessions.
Test	Cookie	Session	Investigates if the <i>browser</i> supports cookies and prevents errors.
squarespace-likes	localStorage	Persistent	Shows when you've already "liked" a <i>blog</i> post.
CHECKOUT_WEBSITE	Cookie	Session	Identifies the correct site for checkout when Checkout on Your Domain is disabled.

Cross-site request forgery (CSRF)

CSRF is an attack vector that tricks a *browser* into taking unwanted action in an application when someone's logged in.

Analytics and Performance Cookies

We use Analytics and Performance cookies to collect information on your behalf about how visitors interact with your site. Storing these cookies is how we populate the data you find in [Squarespace Analytics](#), such as [traffic sources](#), [unique visitors](#), and [cart abandonment](#).

You can [disable Squarespace Analytics and Performance cookies](#) at any time.

Cookie Name	Duration	Purpose
ss_cid	2 years	Identifies unique visitors and tracks a visitor's sessions on a
ss_cvr	2 years	Identifies unique visitors and tracks a visitor's sessions on a
ss_cvisit	30 minutes	Identifies unique visitors and tracks a visitor's sessions on a
ss_cvt	30 minutes	Identifies unique visitors and tracks a visitor's sessions on a

ss_cpvisit	2 years	Identifies unique visitors and tracks a visitor's sessions on a
ss_cookieAllowed	30 days	Remembers if a visitor agreed to placing Analytics cookies their <i>browser</i> if a site is restricting the placement of cookies

Disable Analytics and Performance Cookies

To stop Squarespace from placing these cookies on visitors' *browsers*, you can disable Analytics and Performance cookies at any time:

1. In the **Home Menu**, click **Settings**, and then click **Cookies & Visitor Data**.
2. Check **Disable Squarespace Analytics Cookies**.
3. To also display a cookie banner, check **Always**, then check **Enable Cookie Banner**. (To learn more, visit [Adding a cookie banner](#).)
4. Click **Save**.

You can also disable collecting these cookies from visitors until they accept your cookie policy in a cookie banner.

How disabling cookies changes what you see in Analytics

After you disable Analytics cookies, some data in Squarespace Analytics won't be a complete or accurate representation of visitor behavior.

Each *pageview* event will count like it's from a new visitor each time. As a result, visits and unique visitors might appear much higher than normal. Each *pageview* will count as its own visit, when in reality, one visitor might view multiple *pages*. So, it might look like you have more visitors than you actually have in panels like:

- Traffic
- Sales

Another effect of disabling cookies is that clicks, order conversion rates, and referrer attributions in panels like Traffic Sources and Form & Button Conversions won't be accurate. This is because disabling cookies prevents Analytics from connecting consecutive visitor events in the same session.

Additionally, if someone visited your site before you disabled cookies and returns when cookies are disabled, that person will count as a new visitor, since we'll ignore those cookies and attempt to remove them to follow your decision.

Check your cookies

For the most common *browsers*, you can:

- See which cookies are active in your *browser*'s settings.

- Clear cookies from your *browser* or device, either globally or from a specific website.

For help locating cookies on your device, visit your *browser's* documentation:

- [Chrome](#)
- [Firefox](#)
- [Safari](#)
- [Internet Explorer](#)

Add a cookie banner

Certain laws may require website owners to inform their visitors of cookies and ask for visitors' consent to use them. To learn how to add a notice to your site, visit [Adding a cookie banner](#).

Copyright Policy

Last updated: July 8, 2019

Squarespace respects intellectual property rights and expects its users to do the same. Squarespace responds expeditiously to claims of copyright infringement committed using the Services. In accordance with applicable law (including the Digital Millennium Copyright Act of 1998), Squarespace will, under appropriate circumstances, terminate the accounts of repeat copyright infringers. We also reserve the right, in our sole discretion, to terminate any account for actual or apparent copyright infringement. Note that any capitalized terms not defined in this Copyright Policy have the meanings set forth in our Terms of Service.

Submitting A Notice Of Infringement. To submit a notice of claimed copyright infringement, you will need to provide us with the following information:

1. Identification of the copyrighted work claimed to have been infringed (e.g., a link to your original work or clear description of the materials allegedly being infringed upon);
2. Identification of the infringing material and information reasonably sufficient to permit Squarespace to locate the material on the Services;
3. Your contact information, including name, address, telephone number and email address;
4. The following statements:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.”

“I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”; and

5. A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf.

Deliver this notice, with all items completed, to copyright@squarespace.com. Alternatively, you may mail the notice to:

Squarespace, Inc.
Attention: Copyright Agent
225 Varick Street, 12th Floor
New York, NY 10014

Squarespace’s response to notices of alleged copyright infringement may include the removal or restriction of access to allegedly infringing material. Please note that information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content.

Bad Faith Notices. Please be aware that under applicable law (including 17 U.S.C. § 512(f)), you may be liable for any damages, including without limitation costs and attorneys’ fees incurred by us or our users, if you knowingly materially misrepresent that material or activity is infringing. If you’re unsure whether

the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a notification with us.

Submitting A Counter-Notification. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. To submit a counter-notice, please respond to our original email notification of removal with the following information:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (the description from the copyright notice will suffice);
2. Your name, address and telephone number;
3. A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in New York County, New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original notification or an agent of such person;
4. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."; and
5. A physical or electronic signature (typing your full name will suffice).

Upon receipt of a valid counter-notification, Squarespace will forward it to the notifying party who submitted the original notice of infringement. The notifying party will then have ten business days to notify us that they have filed legal action relating to the allegedly infringing material. If we don't receive any such notification within ten business days, we may restore the material to the Services.

We may modify this Copyright Policy from time to time, and will post the most current version on our site.