

Automatic Ads Terms of Service

 wordpress.com/automatic-ads-tos/

If you have activated ads via Jetpack (“Jetpack Ads”) or have joined our WordAds program (“WordAds”), then the following terms apply.

If you find content that violates these Terms of Service, please [report it to us](#).

Important notice: These Terms of Service are subject to binding arbitration and a waiver of class action rights as detailed in Sections 16 and 17.

1. Binding Agreement. This is an agreement (“Terms,” “Agreement”) between you and Automattic (“we,” “us,” “our,” “Automattic”). If you live in the United States or Brazil, your Agreement is with Automattic Inc. (U.S.) and if you live outside of the United States or Brazil, your Agreement is with Aut O’Matic Ltd. (Ireland). We may automatically update Jetpack Ads or WordAds (collectively, “Automattic Ads”), and these Terms will apply to such updates. By participating in Automattic Ads, you agree to be bound by these Terms. If you participate in Automattic Ads on behalf of an organization, you agree to these terms on behalf of that organization. If you do not agree to these Terms, you may not use Automattic Ads.

2. Age Restrictions. You must be at least 18 to participate in Automattic Ads. By participating in Automattic Ads, you represent and warrant that you are 18 years of age or older.

3. Your Automattic Ads. You may not participate in Automattic Ads if your site is directed to children under 13 years of age.

By participating in Automattic Ads, you authorize Automattic to place advertisements and related technology (collectively, “Ads”) on your site. You agree to reasonably cooperate (including providing necessary information, access, and support) as may be required to display advertisements on your site, and to promptly notify us in the event that there is any delay or malfunction in the display of Ads on your site. You may not make any changes to any Ads or otherwise interfere with the display of any Ads.

You may not participate in Automattic Ads if you use a theme that is not fully compatible with the display of Ads. You acknowledge that Ads may not display properly (or at all) depending on the theme you have selected for your site, or for a variety of other reasons.

If requested by us, you will display a link to Automattic Ads promotional pages (such as WordAd’s “Advertise With Us” page) on any page of your blog where advertising is solicited; provided that the format of such link shall be subject to our ongoing review and approval.

If you are running Automattic Ads on a WordPress.com site, you must use a custom domain (i.e., not on a wordpress.com domain) and you may not display any advertising or branding (including any widgets or badges) provided by advertisers or advertising networks other than Automattic Ads, unless you are subscribed to the WordPress.com Business plan.

Without our prior written consent in each instance, you will not solicit or respond to solicitations (either directly or indirectly) from companies advertising in Automattic Ads.

4. Traffic, Impressions, and Clicks. You may not use (or encourage others to use) deceptive methods to inflate impressions and/or clicks artificially. For example, you may not click your own Ads or direct others to click your Ads.

You will [disclose to us](#) any paid products or services you employ to refer visitors to your site or to generate clicks on

any Ads that appear on your site.

5. Prohibited Content. The following content and/or conduct is prohibited on sites that display Automatic Ads:

- Anything that is unlawful or promotes unlawful activity.
- Spam.
- Pornography or adult content.
- Graphic or gratuitous violence.
- Hate speech or incitements to violence.
- Harassment or the encouragement of the harassment of others.
- Disclosure of others' personal information.
- Malicious code/malware/spyware or other technologically harmful code.
- Intellectual property infringement.
- Impersonation with the intent to confuse, defraud, or defame any third party.
- Any content that is inappropriate or not “family safe” as determined by us in our sole discretion.

6. No Duty to Monitor. We do not pre-screen your content or sites for Jetpack Ads, but we have the right (but no obligation) to monitor content and conduct on sites participating in Automatic Ads.

7. Web Traffic. We use a third party, comScore, Inc. (“comScore”), to measure audience and usage. By participating in Automatic Ads, we have the right to assign the traffic relating to your site to Automatic, and you authorize us to sign a Traffic Assignment Letter on your behalf for comScore audience measurement reports.

If we assign your site's traffic to Automatic, your site will not receive credit for traffic in these reports, and you must not assign your site's traffic to any other party. If we or comScore require additional documentation to verify ownership of your site or domain name, you agree to make reasonable efforts to accommodate such requests. If you discontinue your participation in Automatic Ads, your site's traffic will no longer be assigned to Automatic.

Assigning your site's traffic to Automatic allows us to use aggregated traffic stats to obtain more favorable rates for all Automatic Ads participants.

8. Revenue and Payments. Subject to these Terms, and provided that you are currently participating in Automatic Ads, we will pay you a revenue share of the ad payments we receive in connection with the Ads displayed on your site. We will calculate the revenue share in accordance with the applicable internal revenue sharing policy. We will issue monthly payments approximately 45 days following the end of each month in which we received the applicable ad payments. All payments will be made via PayPal, and you must maintain an active PayPal account in order to be entitled to payment. We have no obligation to make any payment until the outstanding amount owed to you exceeds \$100 USD.

If you discontinue your participation in Automatic Ads, we will distribute your remaining earnings so long as the amount exceeds \$25 USD.

Automatic Ads participants residing in the U.S. must provide a tax ID. As between you and Automatic, you are responsible for all taxes (if any) associated with the revenue share you receive.

9. Changes to These Terms. We are constantly updating Automatic Ads, which means that sometimes we have to change the legal terms under which Automatic Ads are offered. If we make material changes, we will let you know by, for example, posting on one of our blogs or sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new Terms will take effect. If you do not agree to the new Terms, then you must stop using Automatic Ads within the designated notice period, otherwise your continued participation in Automatic Ads will be subject to the new Terms going forward.

10. Termination. If you wish to terminate this Agreement, you may [contact us](#) to close your account.

We may terminate your access to all or any part of Automatic Ads at any time, with or without cause, with or without notice, effective immediately. If we terminate this Agreement due to your violation of these Terms, we may withhold unpaid amounts or charge back your account. If we terminate your access to Automatic Ads, you are not allowed to create a new account.

11. Survival. All provisions of these Terms which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

12. Representations, Warranties, and Disclaimers. You represent and warrant that you have full power and authority to enter into this agreement and your participation in Automatic Ads will be in strict accordance with the Automatic Privacy Policy, these Terms, and all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area). We make no warranties of any kind with respect to Automatic Ads or your use of Automatic Ads.

13. Limitation of Liability. We shall not have any liability for any indirect, incidental, consequential, special, exemplary, or punitive damages under any theory of liability arising out of, or relating to, these Terms or your use of Automatic Ads. As a condition of receiving access to Automatic Ads, you understand and agree that our liability shall not exceed \$5.23.

14. Indemnification. You will indemnify, defend, and hold Automatic, its subsidiaries, affiliates, officers, and employees, harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including reasonable attorneys' fees) brought by a third party arising out of or in connection with: (i) any act or omission by you, in connection with your use of Automatic Ads or (ii) your breach or alleged breach of any of these Terms. Automatic may, at its option, elect to take over control of the defense and settlement of a claim subject to indemnification. You agree not to settle any such claim without the prior written consent of Automatic.

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

16. Arbitration Agreement. We both agree to resolve any disputes arising out of these Terms or your use of Automatic Ads through final and binding arbitration. Arbitration is a less formal procedure than a lawsuit in court, with the goal of resolving disputes more quickly. We both agree to waive our rights to have our claims decided by a judge or jury. Instead, the arbitration shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with the Rules. The arbitration will be held in the United States county where you live or work, San Francisco (California), or any other location we agree to, and shall be conducted in the English language. The arbitrators' decision may be enforced in any court of competent jurisdiction. We will pay all arbitration fees. The prevailing party shall be entitled to costs and attorneys' fees, but we will not seek its attorneys' fees and costs in arbitration unless the arbitrators determine that your claim is frivolous.

17. No Class Actions. You may resolve disputes with us only on an individual basis; you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. **Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted.**

18. Governing Law. You agree that these Terms, and your use of Automatic Ads, are governed by California law, in the United States of America, without regard to its principles of conflicts of law.