



Note to Copy:

For Customers that would like to receive a pdf copy of the HubSpot Customer Terms of Service, we have made this copy available to you. This copy includes

- *the version of the General Terms last modified February 2, 2026; and*
- *the version of the Product Specific Terms last modified February 2, 2026.*

The General Terms are made available at <https://legal.hubspot.com/terms-of-service>;

The Product Specific Terms are made available at <https://legal.hubspot.com/product-specific-terms>; and The Jurisdiction Specific Terms are made available at the Jurisdiction Specific Terms Appendix.

No changes made to this copy are agreed to by HubSpot, Inc. or its affiliates.

Please note that we update the General Terms, the Product Specific Terms and the Jurisdiction Specific Terms as we describe in the 'Amendment; No Waiver' section below. The current version of the HubSpot Customer Terms of Service terms is available at <https://legal.hubspot.com/terms-of-service> and archived versions of the General Terms, Product Specific Terms, and DPA are available at <https://legal.hubspot.com/legal-stuff/archive>.

If you would like to receive an email notification when we update the HubSpot Customer Terms of Service, complete the form found at <https://legal.hubspot.com/subscribe-tos-updates>.

If you have any questions, please contact your HubSpot representative.

HubSpot Customer Terms of Service

Last Modified: February 2, 2026

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Customer Terms of Service is a contract that governs our customers' use of the HubSpot services. It consists of the following documents:

- **General Terms:** These contain the core legal and commercial terms that apply to your use of our products and services. Any references to Master Terms means these General Terms.

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- **Product Specific Terms:** These include any additional terms that apply to your use of each of our product offerings, our consulting and other services, and third-party services.
- **Data Processing Agreement (DPA):** This explains how we process your data and includes the EU Standard Contractual Clauses.
- **Acceptable Use Policy (AUP):** This is the rulebook setting out what you can and can't do while using our products and services.

Your Order Form is the HubSpot-approved form created following your purchase of one of our products or services through our online payment process or via in-app purchase. It contains all of the details about your purchase, including your subscription term, products and services purchased and your fees. You'll find your Order Form(s) in the Accounts and Billing section of your HubSpot account.



HubSpot Terms Tip: You can learn more about how to locate your Order Form, invoices and receipts at the "[View, download, and pay your HubSpot invoice](#)" knowledge base article.

We've aimed to keep these documents as readable as possible, but in some cases for legal reasons, some of the language is necessarily "legalese". By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We update these terms from time to time. If you have an active HubSpot subscription, we will let you know when we update the terms via in-app notification or by email (if you subscribe to receive email updates). You can find archived versions of the General Terms, Product Specific Terms, and DPA in our archives at <https://legal.hubspot.com/archive>.

General Terms

Last modified: February 2, 2026

1. Definitions
2. Use of Services
3. Fees
4. Term & Termination
5. Customer Data
6. Intellectual Property

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- 7. Confidentiality
- 8. Publicity
- 9. Indemnification
- 10. Disclaimers; Limitation of Liability
- 11. Governing Law and Jurisdiction
- 12. Miscellaneous

Appendix: Jurisdiction Specific Terms

Appendix: U.S. Government Customer Additional Terms

1. DEFINITIONS

“Add-Ons” means additional product enhancements (including Limit increases and other add-ons) that are made available for purchase and are listed in the ‘Add-Ons & Limit Increases’ and the ‘Technical Limits and Definitions’ sections of our [Products and Services Catalog](#).

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” or “Customer Terms of Service” means these General Terms and all materials referred or linked to in here, unless otherwise stated. Throughout this Agreement, we link to knowledge base articles to help facilitate your use of our products and services and manage your HubSpot account; however, these knowledge base articles are for your information only, and they are not incorporated into this Agreement.

“Authorized Payment Method” means a current, valid, payment method accepted by us, as may be updated from time to time and which may include payment through your account with a third party.

“Beta Service” means a program, service, or a feature of a service, that is designated, labeled, described, or presented to you or the user as beta, alpha, experimental, pilot, limited release, in development, developer preview, non-production, or evaluation, such that it is provided prior to general commercial release.



"Billing Period" means the period for which you agree to prepay fees under an Order Form. This may be the same length as the Current Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Current Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all confidential information disclosed by a party and its Affiliates ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose information is stored by you in the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service. Customer Data does not include HubSpot Content.

"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"DPA" means the HubSpot Data Processing Agreement at <https://legal.hubspot.com/dpa>.

"Email Send Limit" means the number of emails that you may send in any given calendar month, as detailed in the [Product and Services Catalog](#).

"Free Services" means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"HubSpot Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data (as defined in the [Product Specific Terms](#)).



“Jurisdiction-Specific Terms” means the additional terms that apply to your subscription, depending on your location. These terms form part of the Agreement and are available in the Jurisdiction Specific Terms Appendix included in this Agreement.

“Order” or “Order Form” means the HubSpot-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Your Order Form is incorporated into the Agreement.

“Overages” are additional fees incurred when you both (i) exceed your HubSpot Credits limit, and (ii) configure your account to incur Overages instead of automatically upgrading.

“Personal Data” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws, as defined in the [DPA](#).

“Privacy Policy” means the HubSpot Privacy Policy available at <https://legal.hubspot.com/privacy-policy>, as updated by us from time to time.

“Product and Services Catalog” means HubSpot’s Product and Services Catalog, which is incorporated into this Agreement and as updated by us from time-to-time and available at <http://legal.hubspot.com/hubspot-product-and-services-catalog>.

“Product Specific Terms” means the additional product-related terms that apply to your use of the HubSpot Subscription Services, our Consulting Services and Third -Party Products. These terms form part of the Agreement and can be found at <http://legal.hubspot.com/product-specific-terms>.

“Subscription Fee” means the amount you pay for the Subscription Service.

“Subscription Service” means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via <http://hubspot.com> or another designated URL, and any ancillary products and services, including website hosting, that we provide to you, unless otherwise specified in our Product Specific Terms.

“Subscription Term” means, collectively, the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s) (the “Initial Term”), and each subsequent renewal period, if any (each a “Renewal Term”). Your “Current Term” is your then-current committed period of Subscription Services, as either an Initial Term or Renewal Term. For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. Third-Party Products include non-HubSpot products and services available from, for example, our marketplaces, directories, and links made available through the Subscription Service and non-HubSpot services listed on <https://ecosystem.hubspot.com/marketplace>.

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"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including Communications Services.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"HubSpot," "we," "us," or "our" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"You," "your," or "Customer" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer and your Affiliates included in the scope of your purchase.

2. USE OF SERVICES

2.1 Access. During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. We may provide your Users access to use our Free Services at any time by activating them in your HubSpot account. We might provide some or all elements of the Subscription Service through third party service providers.

2.1.1 User Access. You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. You may provide access and use of the Subscription Service to your Affiliate's Users or allow them to receive the Consulting Services purchased under an Order; provided that, all such access, use and receipt by your Affiliate's Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement. You must be 18 years of age or older to use the Subscription Service.

2.1.2 Unauthorized Access. You will notify us promptly of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at <http://help.hubspot.com>.

2.2 Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your HubSpot account (if this option is made available by us). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your HubSpot account.

2.3 Availability and Uptime. For details of HubSpot's Service Uptime Commitment, please see the [Product Specific Terms](#).



2.4 Limits. The limits that apply to you will be specified in your Order Form, this Agreement or in our Products and Services Catalog, and for our Free Subscriptions; these limits may also be designated only from within the product itself (collectively “Limits”).

2.5 Downgrades. You are not permitted to downgrade your Subscription Service during your Current Term. You may downgrade your Subscription Services at your next renewal date upon completion of a new Order Form

2.6 Modifications. We may modify the Subscription Service during the Subscription Term, including by adding or removing features, functions, Limits, or Add-Ons that apply to your subscription. Any modifications we make will not materially degrade the overall functionality of the Subscription Service during the Current Term to which you subscribe except as follows:

- (i) modifications to Free Services;
- (ii) modifications resulting from changes outside of our control, such as a change to applicable law, changes related to Third-Party Products, etc.;
- (iii) as otherwise specified in our Product Specific Terms; or
- (iv) modifications to any Beta Services.

If the modification materially degrades the overall functionality of the Subscription Service and HubSpot is unable to provide you with substantially similar functionality, your sole and exclusive remedy for our breach of this section is termination of your Subscription Services and a pro-rated refund of unused fees.

2.7 Customer Support. For information on the customer support terms that apply to your subscription, please refer to the Product Specific Terms.

2.8 Acceptable Use. You will comply with our Acceptable Use Policy at <http://legal.hubspot.com/acceptable-use> (“AUP”).

2.9 Prohibited and Unauthorized Use. You will not use the Subscription Service in any way that violates the terms of the AUP or for any purpose or in any manner that is unlawful or prohibited by this Agreement. You will not (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to uncover or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; (ii) modify, translate, or create derivative works based on the Subscription Services (except to the extent expressly permitted by us); (iii) or remove any proprietary notices or labels.



2.9.1 Use Restrictions. You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

2.9.2 Additional Restrictions. You may not use the Subscription Service in a way that would violate local or industry-specific regulations (for example, the Children's Online Privacy Protection Rule consistent with the requirements of the Children's Online Privacy Protection Act (COPPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), the Federal Information Security Management Act (FISMA), etc.).

2.10 Sensitive Data. The HubSpot Sensitive Data Terms available at <https://legal.hubspot.com/sensitive-data-terms> are incorporated into this Agreement if you enable the Sensitive Data functionality in your HubSpot Account. To the extent specifically permitted under the HubSpot Sensitive Data Terms and subject to those additional terms, you may use the Subscription Services to collect, store, manage, or otherwise process information considered sensitive information under various regulations.

2.11 Customer Responsibilities. To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more content creators, a sales sponsor, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include planning of marketing programs; setting of a content creation calendar; creating blog posts, social media content, Calls-To-Action (CTAs), downloads, emails, nurturing content, and other materials; acting as internal liaison between sales and marketing; providing top level internal goals for the use of the Subscription Service; attending regular success review meetings; and supporting the integration of the Subscription Service with other sales and marketing systems.

2.12 Free Trial. If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

2.13 Legacy Products. If you have a legacy Subscription Service, some of the features and Limits that apply to that product may be different than those that appear in these General Terms, [Product Specific Terms](#) and/or the [Products and Services Catalog](#). If you have legacy Subscription Services, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

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3. FEES

3.1 Subscription Fees. The Subscription Fee will not increase during the Current Term of your subscription unless: (i) you exceed your applicable Limits and incur Overages invoiced at the then-current rates detailed in our Product and Services Catalog; (ii) you upgrade products or base packages, including upgrades as a result of exceeding Limits; (iii) you complete a purchase to subscribe to Add-Ons or additional products, including Marketing Contacts or HubSpot Credits capacity packs; and/or (iv) otherwise agreed to in your Order Form. We may also choose to decrease your fees upon written notice to you. Please review the Product Specific Terms for information on features available in Commerce Hub and other Subscription Services that may have different fee structures.



HubSpot Terms Tip: You can learn more about how to configure your account to manage HubSpot Credits and feature Limits in the [“Understand HubSpot Credits and billing”](#) knowledge base article.

3.2 Fee Adjustments at Renewal. Upon renewal, we may increase your Subscription Fees up to our then-current list price set out in our [Products and Services Catalog](#). If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next Renewal Term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your Current Term by giving the notice required in the ‘Notice of Non-Renewal’ section below. Please review the Product Specific Terms for information on features available in Commerce Hub and other Subscription Services that have different fee adjustment notice requirements.

3.3 Payment of Fees. If you are paying by credit card, you authorize us to charge your Authorized Payment Method for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

3.3.1 Authorized Payment Method. We may refuse your existing Authorized Payment Method (for example, if we have information indicative of fraud associated with the payment method) and require you to add a new payment method as your Authorized Payment Method.

3.3.2 Billing. In the event of a failed attempt to charge your Authorized Payment Method (for example, if your Authorized Payment Method has expired or is no longer valid), we reserve the right, and you authorize us, to retry billing your Authorized Payment Method. If you update your Authorized Payment Method to remedy a change in validity or expiration date, we will automatically resume billing; we may also receive updates on your Authorized Payment Method through our payment service providers and automatically resume billing.



We may suspend your access in accordance with the 'Suspension' section or terminate your account in accordance with the 'Termination for Cause' section if we remain unable to successfully charge a valid Authorized Payment Method.

3.3.3 Collection and Setoff Rights. You authorize us to collect any outstanding fees owed by you under this Agreement, including from: (i) your Authorized Payment Method on file; (ii) any reserves, deposits, or funds held by us or our payment processors on your behalf (e.g., HubSpot payments reserves); and (iii) any other payment methods or accounts you have provided to us. Additionally, we may set off and deduct any amounts you owe us from any amounts we may owe you, including but not limited to refunds, credits, or other payments. These rights are in addition to any other rights and remedies available.

3.4 Payment Against Invoice. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form. If you are paying by invoice, we will invoice you, at the beginning of the applicable Current Term and each subsequent Billing Period.

3.5 Company and Payment Information. You will keep your business information up to date, including your company name, address, and primary contact. You will also keep your Authorized Payment Method and billing information up to date for the payment of incurred and recurring fees, including your tax information. Changes may be made on your Billing Page within your HubSpot account. You authorize HubSpot to continue to charge your Authorized Payment Method for applicable fees during your Subscription Term and until any and all outstanding Fees have been paid in full. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are a HubSpot Solutions Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

3.6 Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You will have no liability for any taxes based upon our gross revenues or net income. At our request, you will provide us with your tax identification information under which you are registered in your registered state; missing this information may impact our ability to service your account, including issuing refunds or credits for applicable taxes.

If you are located in the European Union, the United Kingdom, or Switzerland, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. If you do not provide us with a country specific tax number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST. If you are located in Canada, all fees are exclusive of GST, PST and HST.



3.7 Withholding Tax. If you are required to deduct or withhold tax from payment of your HubSpot invoice, you may deduct this amount from the applicable Subscription Fee due to the extent it is due and payable as assessed withholding tax required under laws that apply to you (the “Deduction Amount”).

You will not be required to repay the Deduction Amount to us, provided that you present us with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within ninety (90) days from the date of the invoice. If you do not provide this tax receipt within the specified time period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

4. TERM AND TERMINATION

4.1 Term and Renewal. Your Initial Term will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the same duration as your prior term or one year. Except as specifically provided for in this Agreement, you may not cancel your subscription prior to the end of your Current Term, and we will not provide any refunds of prepaid fees or unused Subscription Fees through the end of your Current Term.

4.2 Notice of Non-Renewal. You may choose to cancel your subscription at the end of the Current Term by providing notice as specified in this section. Unless otherwise specified in this Agreement or your Order, if you decide that you do not want your subscription to automatically renew, you must turn off the auto-renewal setting in the Account & Billing section of your HubSpot account prior to the end of your Current Term. If you do not turn off the auto-renewal setting in the Account & Billing section of your HubSpot account, your Subscription will renew automatically.



HubSpot Terms Tip: You can learn more about turning off auto-renew and canceling your subscription by following the steps in this knowledge base article, [“Cancel your subscription and delete your HubSpot account”](#), as applicable.

4.3 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days’ notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days’ notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

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4.4 Suspension

4.4.1 Suspension for Prohibited Acts. We may suspend any User's access to any or all Subscription Services without notice for:

- (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement,
- (ii) use of the HubSpot email send service that results in excessive bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or
- (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms or the AUP, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to prescreen, control, monitor or edit your Customer Data or Customer Materials.



HubSpot Terms Tip: You can find details about HubSpot and the European Union Digital Services Act of 2024 at <https://legal.hubspot.com/digital-services-act> which is not incorporated into this Agreement and provided for your information only.

4.4.2 Suspension for Non-Payment. We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

4.4.3 Suspension for Present Harm. If your website, or use of, the Subscription Service:

- (i) is being subjected to denial of service attacks or other disruptive activity,
- (ii) is being used to engage in denial of service attacks or other disruptive activity,
- (iii) is creating a security vulnerability for the Subscription Service or others,
- (iv) is exhibiting anomalous usage patterns, consuming excessive bandwidth or storage, or shows other signs of potentially fraudulent or compromised access, or



(v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

We will make commercially reasonable efforts to limit the suspension to the affected portion of the Subscription Service, and each party will make reasonable efforts to promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

4.4.4 Suspension and Termination of Free Services. We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

4.5 Effect of Termination or Expiration. If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause.

You will continue to be subject to this Agreement for as long as you have access to a HubSpot account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and HubSpot Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. For the avoidance of doubt, this refund does not include any fees owed from your use of HubSpot Payments, which is separately governed under the HubSpot Payments Terms of Use. If we terminate this Agreement for cause, you will promptly pay all unpaid fees. Fees are otherwise non-refundable.

5. CUSTOMER DATA

5.1 Customer's Proprietary Rights. You own and retain all rights to the Customer Materials and Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data as necessary to provide the Subscription Service and Consulting Services to you, as permitted by this Agreement, and as permitted by applicable law. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.


5.2 Limits on HubSpot. We will use Customer Data in order to provide the Subscription Service and Consulting Services to you, as permitted by this Agreement, and as permitted by applicable law.

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5.3 Data Practices.

5.3.1 Machine Learning and AI. We may use Customer Data to develop, support, and improve HubSpot AI features and functionality. We may use Customer Data to train our AI models and similar products and services that rely on machine learning. You instruct us to use Customer Data to train HubSpot AI models. You may opt out of having your Customer Data used for such purposes by emailing privacy@hubspot.com.

 HubSpot Terms Tip: Visit the “[Opt out of HubSpot’s machine learning data use](#)” knowledge base article for more information.

5.3.2 HubSpot Tracking Code and Customer Websites. You may choose to include the HubSpot tracking code designed to monitor digital interactions (the “HubSpot Tracking Code”) in Customer content you use in HubSpot, including your websites or digital properties (“Customer Websites”). The HubSpot Tracking Code is available to use with or without HubSpot enrichment products; please refer to the Product Specific Terms for additional details. We may use data collected through the HubSpot Tracking Code, which may include Personal Data such as IP addresses and other online identifiers (“Website Data”) to provide, maintain, append, improve, enhance, and develop our commercial dataset and Subscription Services.

The Controller-to-Controller terms of the DPA will not apply if you both (i) disable Intent data sharing collected from the HubSpot Tracking Code in your HubSpot account, and (ii) are not using enrichment products.

 HubSpot Terms Tip: For more information about how we process Website Data, see our knowledge base article “[Install the HubSpot tracking code](#)”.

5.3.3 Privacy Policy. For more information on these practices, please see our [Privacy Policy](#).

5.4 Protection of Customer Data. The terms of the [DPA](#) are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA, including our Security Measures in Annex 2 of our DPA.

5.5 Regional Data Hosting. We will store your Customer Data in a specific location or geographical region (e.g. United States, European Union, etc.) as part of your subscription subject to the terms

of this Agreement (each a “Hosting Location”). Your Customer Data will be replicated for disaster recovery and back-up purposes within your regional Hosting Location.



HubSpot Terms Tip: To confirm where your HubSpot account data is hosted, please see the HubSpot knowledge base article “[HubSpot Cloud Infrastructure and Data Hosting | Frequently Asked Questions](#)”.

5.5.1 Exclusions to Hosting Location. The Hosting Location does not apply to or cover other services or types of data including (i) Add-Ons, Third-Party Products, or Beta Services (ii) Consulting Services; (iii) HubSpot Content; (iv) analytics generated in connection with the Subscription Service; (v) as indicated on the HubSpot Sub-Processors Page; or (vi) if Users or your end users access the Subscription Service outside of the Hosting Location. WE MAKE NO WARRANTY THAT A SPECIFIC HOSTING LOCATION WILL MEET YOUR DATA RESIDENCY REQUIREMENTS.

5.6 Data Transfers. We and our Affiliates may transfer Personal Data to the United States in connection with the Subscription Service in accordance with our [DPA](#) and our [Privacy Policy](#).

5.7 Retention, Deletion and Retrieval of Customer Data. For information regarding the retention and deletion of Customer Data, please see the ‘HubSpot Obligations’ section of our [DPA](#). You can learn more about your right to retrieve Customer Data from your HubSpot account in the ‘Retrieval of Customer Data’ sections as specified in our [Product Specific Terms](#).

6. INTELLECTUAL PROPERTY

6.1 Ownership. This is an agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. We retain all intellectual property rights to the HubSpot Content, the Subscription Service, the Consulting Services, and any other products or services provided under this Agreement. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the HubSpot Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks include, but aren’t limited to, those listed on our trademarks page at <http://legal.hubspot.com/trademarks> (which we may update at any time without notice to you), and you may not use any of these without our prior written permission.

6.2 Suggestions. We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.



7. CONFIDENTIALITY

7.1 Confidential Information Obligations. The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and HubSpot Solutions Partners bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.2 Confidential Information Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure, including in circumstances where the Disclosing Party refuses to provide their consent or fails to respond to the Receiving Party's inquiries in connection with the request to disclose the Confidential Information.

8. PUBLICITY

8.1 Publicity Rights. You grant us the right to add your name and company logo to our customer list and website.

8.2 Publicity Opt-Out. You can opt-out of this use by filling out the Publicity Opt-Out form at <https://legal.hubspot.com/publicity-opt-out-1>.

9. INDEMNIFICATION

9.1 Customer Indemnification. You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an “Action”) brought against us (and our officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of

- (i) unauthorized or illegal use of the Subscription Service by you or your Affiliates,
- (ii) your or your Affiliates’ noncompliance with or breach of this Agreement,
- (iii) your or your Affiliates’ use of Third-Party Products, or
- (iv) the unauthorized use of the Subscription Service by any other person using your User information.

We will: notify you in writing within thirty (30) days of our becoming aware of any such Action; give you sole control of the defense or settlement of such Action; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the Action. You will not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

9.2 HubSpot Indemnification. We will indemnify, defend and hold you harmless, at our expense, against any Action brought against you (and your officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with you to the extent that such Action is based upon or arises out of an allegation that the Subscription Service infringes a valid patent in a member state of the Patent Cooperation Treaty, registered trademark, or registered copyright (“IP Indemnification”).

You will: notify us in writing within thirty (30) days of you becoming aware of any such Action; give us sole control of the defense or settlement of such Action; and provide us (at our expense) with any and all information and assistance reasonably requested by us to handle the defense or settlement of the Action. We will not accept any settlement that (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

We will not have any obligation or liability under this section if the alleged claim is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, (iii) use of the Subscription Service in violation of or outside the scope of this

Agreement, (iv) an allegation that the Subscription Service consists of a function, system or method traditionally utilized in marketing, sales or services software that is not commercially unique to the Subscription Service, and the commercially unique aspects of the Subscription Service are not identified in the allegation giving rise to the claim, or (v) user interface or related user design elements not provided by us.

Notwithstanding the foregoing, in the event of such a claim, or if we believe that such a claim is likely, we may, at our sole option and expense: (a) modify the Subscription Service or provide you with substitute Subscription Service that is non-infringing; or (b) obtain a license or permission for you to continue to use the Subscription Service, at no additional cost to you; or (c) if neither (a) nor (b) is, in our judgment, commercially practicable, terminate your access to the Subscription Service (or to a portion of the Subscription Service as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement. THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

10. DISCLAIMERS; LIMITATION OF LIABILITY

10.1 Performance Warranty. We warrant that: (i) the Subscription Service and Consulting Services will be provided in a manner consistent with generally accepted industry standards, and (ii) we will not knowingly introduce any viruses or other forms of malicious code into the Subscription Service; provided however, this warranty will not apply to you if you only use the Free Services.

In the event of non-conformance with this warranty, we will use commercially reasonable efforts to correct such non-conformance. If we cannot correct such non-conformance within sixty (60) days from the date when you notified us of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days after the end of the Remedy Period. If either party terminates the Agreement for this reason, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.

We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, or (iii) use of the Subscription Service in violation of or outside the scope of this Agreement.

THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

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10.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THE 'PERFORMANCE WARRANTY' SECTION AND WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10.3 No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.4 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT FOR (i) YOUR LIABILITY FOR PAYMENT OF FEES, (ii) YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, (iii) OUR LIABILITY ARISING FROM OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND (iv) YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

10.5 Third-Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.6 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

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11. GOVERNING LAW AND JURISDICTION

11.1 Customer Location. Your physical address (entered into your HubSpot Account as the "Company Address") will determine (i) the HubSpot entity entering into this Agreement, (ii) the address to which you should direct notices under this Agreement, (iii) the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and (iv) the courts that have jurisdiction over any such dispute or lawsuit, as set out in the Jurisdiction Specific Terms Appendix. As used in this Agreement, 'Customer Location' means your shipping or physical address.

11.2 Contracting Entity; Applicable Law; Additional Terms. If your (i) Customer Location is in North America or South America, (ii) you are located in a geographic region that does not otherwise fall into one of the designations described in the Jurisdiction Specific Terms Appendix, or (iii) if you use only the Free Services, then you are contracting with HubSpot, Inc., and this Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A., without reference to conflicts of law principles. For contracts with HubSpot, Inc., both parties consent to the exclusive jurisdiction and venue in the courts of Boston, Massachusetts, U.S.A. for all disputes arising out of or relating to this Agreement.

11.2.1 U.S. Government Entities. If you are a U.S. local, state or federal government entity, then the HubSpot Government Customer Additional Terms Appendix to these General Terms will apply to your Agreement. If these terms apply to you, then they are incorporated into the Agreement and will control in the event of any conflict with the Agreement.

11.3 Jurisdiction Specific Terms Appendix. Additional jurisdiction specific requirements are available at the Jurisdiction Specific Terms Appendix to these General Terms and will apply to your Agreement.

11.3.1 Contracting Entity Precedent. The HubSpot entity identified on your Order Form is your contracting entity, even if it's different from the entity specified in the Jurisdiction Specific Terms Appendix.

12. MISCELLANEOUS

12.1 Amendment; No Waiver. We may modify any part or all of the Agreement by posting a revised version at <http://legal.hubspot.com>. The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email or in-app notification. If you would like to receive an email notification when we update the Agreement, complete the form found at <https://legal.hubspot.com/subscribe-tos-updates>.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to

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modification until your next renewal date, after which the terms posted at <https://legal.hubspot.com> will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

12.2 Force Majeure. Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

12.3 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

12.4 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

12.5 Compliance with Laws. We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

We will comply with our Code of Business Conduct and Ethics which can be found on our [Investor Relations](#) page on hubspot.com; the Code of Business Conduct and Ethics is incorporated into this Agreement, and may be updated without additional notice to you. Any other linked materials available on our Investor Relations Page are for information only and not incorporated into these terms and you may subscribe to notifications about updates to the Investor Relations page separately. You will comply with all applicable laws in your use of the Subscription Service and Consulting Services, including any applicable export or trade laws.

12.6 Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original

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provision and the remainder of this Agreement will continue in effect. The headings and section titles are provided for your convenience and ease of navigation only.

12.7 Notices. To HubSpot: Notice will be sent to the contact address set forth in the Jurisdiction Specific Terms Appendix, and will be deemed delivered as of the date of actual receipt.

To you: your address as provided in our HubSpot Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

12.8 Entire Agreement. This Agreement (including the applicable Order), along with our [Privacy Policy](#) is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, supplier portal, or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

12.9 Assignment. You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law. We may assign this Agreement to any HubSpot Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

12.10 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.11 Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

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12.12 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.

12.13 Insurance. During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. best ratings of at least A (VII) or better, liability insurance with coverage and minimum limits of liability as follows: (i) Commercial General Liability Insurance (Primary & Umbrella) or equivalent, with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 Aggregate; (ii) Workers' Compensation & Employers Liability Insurance (as required by the state), with minimum limits of \$500,000 Each Accident, \$500,000 Disease-Policy Limit and \$500,000 Disease-Each Employee; (iii) Professional Liability (cyber/errors and omissions liability insurance), with a limit of \$5,000,000; and (iv) Umbrella/Excess Liability Insurance, with a minimum limit of \$2,000,000.

12.14 Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Retrieval of Customer Data' sections and the 'Beta Services' section of the [Product Specific Terms](#) page will survive expiration or termination of this Agreement.

12.15 Precedence. In the event of a conflict between the terms of the Agreement and an Order, the terms of the Order will control, but only as to that Order.



APPENDIX
JURISDICTION SPECIFIC TERMS

Customer Location	HubSpot Contracting Entity	Address for Notices	Governing Law, Jurisdiction, and Additional Terms applicable for the Customer Location
North America or South America (excluding Canada; excluding Colombia if you're paying your Subscription Fees in Colombia Pesos)	HubSpot, Inc.	HubSpot, Inc., Two Canal Park, Cambridge, MA 02141, U.S.A., Attention: Legal	N/A
Canada	HubSpot Canada Inc.	HubSpot, Inc., Two Canal Park, Cambridge, MA 02141, U.S.A., Attention: Legal	https://hubspot.com/jst-canada
Colombia (but only if you're paying your Subscription Fees in Colombian Pesos)	HubSpot Latin America S.A.S.	HubSpot, Inc., Two Canal Park, Cambridge, MA 02141, U.S.A., Attention: Legal	https://legal.hubspot.com/jst-colombia
Europe (including Russia but	HubSpot Ireland Limited	HubSpot Ireland Limited, HubSpot House, One Sir John	https://legal.hubspot.com/jst-europe

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<p>excluding the United Kingdom, France, Spain, Liechtenstein, the Netherlands, and those countries indicated below as being part of the DACH Region), the Middle East, Africa or Antarctica</p>		<p>Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)</p>	
<p>Germany, Austria or Switzerland (collectively, the "DACH Region") or in Liechtenstein</p>	<p>HubSpot Germany GmbH</p>	<p>HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)</p>	<p>https://legal.hubspot.com/jst-germany</p>
<p>France</p>	<p>HubSpot France S.A.S.</p>	<p>HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)</p>	<p>https://legal.hubspot.com/jst-france</p>
<p>Spain</p>	<p>HubSpot Spain, S.L.</p>	<p>HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal,</p>	<p>https://legal.hubspot.com/jst-spain</p>

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		(with copy to HubSpot, Inc.)	
The Netherlands	HubSpot Netherlands B.V.	HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)	https://legal.hubspot.com/jst-netherlands
United Kingdom	HubSpot UK Holdings Limited	HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)	https://legal.hubspot.com/jst-uk
Australia or New Zealand	HubSpot Australia Pty Ltd	HubSpot, Inc., Two Canal Park, Cambridge, MA 02141, U.S.A., Attention: Legal	https://legal.hubspot.com/jst-australia
Japan	HubSpot Japan KK	HubSpot, Inc., Two Canal Park, Cambridge, MA 02141, U.S.A., Attention: Legal	https://legal.hubspot.com/jst-japan
India (available to new customers in India as of the India Jurisdiction Specific Terms)	HubSpot India Private Limited	HubSpot, Inc., Two Canal Park, Cambridge, MA 02141, U.S.A., Attention: Legal	https://legal.hubspot.com/jst-india

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Effective Date. Customers in India with an existing Agreement will not automatically change contracting entities)			
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APPENDIX
U.S. GOVERNMENT CUSTOMER ADDITIONAL TERMS

If you are a U.S. local, state or federal government entity, including public institutions of higher education, that uses the HubSpot Subscription Services (a “Government Customer”), then these HubSpot Government Customer Additional Terms apply. We may update or change these terms in the same way as we can our Agreement as we describe in the ‘Amendment; No Waiver’ section of our General Terms.

These terms apply to the extent required by applicable law.

1. GOVERNMENT CUSTOMER PURPOSE

Government Customer may only use the Subscription Service and Consulting Services for a governmental-related purpose. These terms will not apply in the event the Subscription Service and/or Consulting Services are used for any private, personal, or non-governmental-related purpose.

2. INDEMNIFICATION

Government Customer’s obligations in the ‘Indemnification’ section of the General Terms will only apply to the extent permitted by applicable law.

3. LIMITATION OF LIABILITY

The ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the General Terms applies to the extent permitted by applicable law. The following sentence is also added to the end of the ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the General Terms, or to the amended ‘Limitation of Liability’ section in the HubSpot Additional Coverage Terms in Appendix 1 to the Master Terms, if applicable: “ALSO PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO EITHER PARTIES’ LIABILITY ARISING FROM ITS NEGLIGENCE THAT RESULTS IN BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY.”

4. CONTRACTING ENTITY AND APPLICABLE LAW

The ‘Contracting Entity, Applicable Law, Additional Terms’ section of the ‘Governing Law and Jurisdiction’ section of the General Terms is revised to read as follows:

You are contracting with HubSpot, Inc. and this Agreement is governed by the laws applicable to you as a Government Customer, or if no such laws are specified, then the laws of the Commonwealth of Massachusetts, U.S.A., without reference to conflicts of law principles.

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Government Customer agrees that we have standing and privity of contract to bring a claim directly against Government Customer in a court or body of competent jurisdiction.



Product Specific Terms

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PLEASE READ THESE TERMS CAREFULLY.

The HubSpot Product Specific Terms are intended to highlight some of the important things about using our different Subscription Services. The Product Specific Terms form part of the HubSpot Customer Terms of Service and are hereby incorporated therein.

The HubSpot Subscription Services may be provided to you as a Beta Service and where the HubSpot Beta Terms at <https://legal.hubspot.com/hubspot-beta-terms> will also apply.

1. HubSpot Smart CRM and Free Services
2. HubSpot Platform Access
3. Marketing Hub
4. Commerce Hub
5. Other Hubs
6. Enrichment Products
7. HubSpot AI
8. Other Services
9. Service Uptime Commitment
10. Customer Support

1. HUBSPOT SMART CRM AND FREE SERVICES

1.1 HubSpot Smart CRM Subscription Fees. HubSpot Smart CRM, which includes 'lite' versions of select features in our paid Subscription Services, is one of our Free Services. As such, there are no Subscription Fees associated with your use of Free Services.

While there's no charge for Contacts in the Smart CRM, if you subscribe to Marketing Hub, you will be charged for contacts as part of your fee for that Subscription Services, even if they are added

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through the HubSpot Smart CRM. If you use the HubSpot Smart CRM or any of our Free Services, we will make them available to you until the earlier of (i) the date on which your free subscription is terminated or (ii) the start date of your paid subscription.

1.2 Email Send Limit. If you reach your Email Send Limit, you will not be able to send any more emails until the start of the next calendar month, including emails pre-scheduled to go out after reaching the Email Send Limit. Kick-back emails from form conversion will not be interrupted.

1.3 Retrieval of Customer Data. If you need help retrieving your Customer Data during the Subscription Term, we will provide reasonable assistance to you, at your reasonable cost, and in accordance with the 'Confidentiality' section of the General Terms.

We strongly recommend retrieving your Customer Data prior to the end of your Subscription Term; for the HubSpot Smart CRM and Free Services, we will not provide you with any access to Customer Data after termination or expiration of your Subscription Term.



HubSpot Terms Tip: If you want to export Customer Data during your Subscription Term, you can retrieve Customer Data by following the instructions at the following knowledge base articles: "[Export your Content and Data](#)"; "[Export your Records](#)"; "[Export your Ad Performance Data](#)"; "[Export your Marketing Email Performance Data](#)"; "[Perform a permanent delete in HubSpot](#)." Customers with Free Services only can refer to the "[View and filter activities on a record](#)" knowledge base article for instructions on accessing activity history.

1.4 Unified Database. By using HubSpot Smart CRM with other parts of the Subscription Service, you understand that all Contact Information will be stored in a unified database of Contacts associated with your subscription, and that all workflows you use will pull from this unified list of Contacts.


2. HUBSPOT PLATFORM ACCESS

2.1 HubSpot Seats.

2.1.1 Managing Seats and Users. Each Seat is dedicated to one User, and each HubSpot account must have at least one Seat. You may change the User assigned to each Seat at any time during the Subscription Term. You may remove added Seats (i.e., Seats not included with your purchase of other Subscription Services) by first unassigning the User from the Seat, then removing it from your renewal; the change will be effective as of your next renewal date if you sign a new Order Form at renewal. Additionally, if you downgrade your subscription at renewal, you will lose access to the seats associated with your previous subscription. You are encouraged to review and update Partner Seats on a regular basis, and you can remove Partner Seats at any time with no impact on your renewal.


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 HubSpot Terms Tip: Additional information on managing Users is available in the “[HubSpot user permissions guide](#)” knowledge base article.

2.2 HubSpot Credits.


2.2.1 Managing HubSpot Credits. Credits used in your account are audited daily. Your HubSpot Credits reset monthly during your Subscription Term, and any unused credits from the prior month will expire at reset.

 HubSpot Terms Tip: You can review your HubSpot Credit consumption, configure your own maximum limits, and manage related permissions in Account & Billing.

2.2.2 Pausing Features. If you use all included credits, and do not purchase additional credits, your agents and features using credits will pause until your account has enough credits available. Your credit-consuming features will also pause if you take a manual action to pause them in your account, or your usage reaches the limit you choose to configure in your account.

2.2.3 Additional HubSpot Credits. Once you make an initial purchase of additional HubSpot Credits, if your use exceeds the total credits in your account, additional HubSpot Credits will automatically be added to your account for the remainder of your Current Term. You can change the default setting by turning on Pay as You Go instead.

2.2.4 Pay as You Go. If you configure your account to enable Pay as You Go, we will invoice you in arrears for each credit used beyond your monthly HubSpot Credit Limit, in increments of 10, at our then-current Pay as You Go rates. We will issue an invoice at the end of each month for payment in accordance with the Agreement. Your account HubSpot Credit Limit will not automatically increase for the remainder of your Current Term.

 HubSpot Terms Tip: You can learn more about how to configure your account to manage HubSpot credits and feature Limits in the “[Understand HubSpot Credits and billing](#)” knowledge base article.

2.2.5 Removing Added Credits at Renewal. You may remove added HubSpot Credits (i.e., HubSpot Credits not included with your purchase of other Subscription Services) by removing it from your renewal; the change will be effective at the start of your next Renewal Term if you sign a new Order Form at renewal. If you downgrade subscription tiers at renewal, you will lose access to the included HubSpot Credits associated with your previous subscription.

2.3 Legacy Access.

2.3.1 Legacy Seats Access. If you are a legacy customer, not yet migrated to the new Seats model, the way you are billed for your Subscription Services will remain unchanged until we send you advance notice of your migration plan (“Legacy Access Model”). Customers with Legacy Access Model pricing to Sales Hub and Service Hub Subscription Services will continue to be charged fees associated with Users as set forth in your Order Form (“Paid Users”).

2.3.2 Legacy Credits Access. If you are a customer on a Legacy Access Model (i) you may purchase HubSpot Credits at any time, and (ii) any HubSpot Credits included at no additional charge for legacy services will be communicated separately, as applicable.

3. MARKETING HUB

3.1 Overview. Customers who purchase one of our Marketing Contacts Products (defined below) will only pay for the contacts to which they want to send marketing emails and target ads.

If you’re a legacy Marketing Hub customer, the Legacy Marketing Hub terms available at <https://legal.hubspot.com/marketing-hub-legacy-terms> apply to your Marketing Hub subscription instead. Once you’ve purchased a Marketing Contacts subscription or have been migrated to our then-current Marketing Hub subscription, you cannot choose to re-purchase the legacy Marketing Hub subscription.

3.2 Marketing Hub (with Marketing Contacts). The terms in this section apply to any purchase of the following products: Marketing Contacts Products as defined below.

3.2.1 Definitions.

“Marketing Contacts” means Contacts that are able to receive marketing emails and be targeted with ads, and are designated as Marketing Contacts in your HubSpot account.

“Maximum Contacts” means the maximum number of Marketing Contacts you are permitted to use with the Subscription Service as identified in your Order Form, plus any Marketing Contacts added as part of an upgrade.

“Non-Marketing Contacts” means Contacts that are not designated as marketing-eligible by you in your HubSpot account. You cannot target Non-Marketing Contacts with marketing emails or ads.

3.2.2 Marketing Contacts Products Email Send Limit.



If you reach your Email Send Limit, you may not be able to send any more emails. You may increase your Email Send Limit by upgrading your Marketing Contacts subscription or by purchasing a 'Dedicated IP Add-on' which includes unlimited email sends, in which case your fee will increase during the course of a Billing Period as described in 'Fees' section of the [General Terms](#).

3.3 Contact Tier Upgrades. For our Marketing Contacts Products, once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Marketing Contacts or emails sent. Your Subscription Fee will not increase if you add Contacts which are not designated as Marketing Contacts by you in your account.

You can learn more about how your fees may be otherwise adjusted in the remainder of this 'Fees Adjustments' section below.

3.3.1 Contact Tiers. Your Subscription Fee will increase immediately during the course of a Billing Period if you exceed your Maximum Contacts Limit in a Billing Period. In this case, the Subscription Fee will increase up to the tier price which corresponds with the number of Marketing Contacts and your invoice will increase by the corresponding prorated amount for the remainder of your Current Term. Tier prices for Marketing Contacts Products are as set out in the [Products and Services Catalog](#). You will receive an electronic notification (as described in the Notices section of our General Terms) if you're approaching your Marketing Contact tier Limit.

You may manage your Marketing Contacts to avoid an increase in your Subscription Fee as set out in the 'Managing Your Marketing Contacts' section below.

3.3.2 Managing Your Marketing Contacts. When you purchase a Marketing Contacts subscription, you'll have the opportunity to select which contacts you'd like to designate as Marketing Contacts, and which you want to designate as Non-Marketing Contacts. We also recommend reviewing the designation of your Contacts regularly to avoid an unintended Contact tier upgrade fee. All Users have permission to make Contact designations in your HubSpot account unless their right to do so is limited by you in the 'Users and Teams' settings.

If you're switching from one of our Marketing Hub subscription with legacy contacts pricing to one of our Marketing Contacts subscriptions, all Contacts will be designated Marketing Contacts by default. We strongly recommend you complete the Eligibility Flow tool to designate your Non-Marketing Contacts before you switch to avoid an unintended Contact tier upgrade fee which will apply immediately and cannot be refunded.

We will monitor or audit remotely the number of Marketing Contacts in the Subscription Service and the number of emails that you send on the Subscription Service. This information is also made available to you in your HubSpot account.

You can change your Contacts from Non-Marketing to Marketing Contacts at any time. We allow you to designate Marketing Contacts as Non-Marketing' Contacts at any time, but changes in designations to Non-Marketing will not take effect until the first day of the next month or on your subscription renewal date, whichever comes first.

3.3.3 Retrieval of Customer Data. For Marketing Hub Professional - Marketing Contacts and for Marketing Hub Enterprise - Marketing Contacts, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Customer Personal Data' section of the DPA, then such Customer Personal Data will be Processed in accordance with our DPA.

We will provide reasonable assistance to you, at your reasonable cost, if you require any assistance to retrieve your Customer Data during the Subscription Term, and in accordance with the 'Confidentiality' section of the General Terms.



HubSpot Terms Tip: For Marketing Hub Starter - Marketing Contacts, if you want to export Customer Data during your Subscription Term, you can retrieve Customer Data by following the instructions at the following knowledge base articles: "[Export your Content and Data](#)"; "[Export your Records](#)"; "[Export your Ad Performance Data](#)"; "[Export your Marketing Email Performance Data](#)"; "[Perform a permanent delete in HubSpot](#)".

3.3.4 Brand Domains. In order to host multiple root domains associated with your company in a single HubSpot account, you must purchase a subscription to the Marketing Hub Enterprise - Marketing Contacts Subscription Service with the Brand Domain Subscription Service. A root domain is considered to be a different domain name that immediately precedes the top-level domain indicator.



HubSpot Terms Tip: As an example of the above, For example, www.hubspot.com and www.inbound.com are considered separate root domains, whereas www.hubspot.com and blog.hubspot.com or www.hubspot.fr are not considered separate root domains.

3.4 Ad Conversions. By using the Google Enhanced Conversions feature, one of the ad conversion tools offered by HubSpot, you authorize us to provide necessary data to Google in order to make this functionality available to you; you also agree to comply with Google's Customer Data Policies available at https://support.google.com/adspolicy/answer/7475709?hl=en&ref_topic=7012636.



3.5 YouTube Integration. The Subscription Service uses YouTube API services. Your use of HubSpot's YouTube integration is subject to the YouTube Terms of Service available at <https://www.youtube.com/t/terms> and the Google Privacy Policy available at <http://www.google.com/policies/privacy>.

4. COMMERCE HUB

4.1 Overview. Customers can use Commerce Hub to create a payment experience with their buyers.

If you use Commerce Hub, which includes many features detailed in the Product and Services Catalog, you may also select a payment processing option to collect payments from your buyers.

If you use Stripe payment processing as your payment processing option, please note that Stripe payment processing is an additional service available outside the scope of our Subscription Services, and subject to the 'Commerce Hub Platform Fees and Payment' section and the Stripe Payment Processing Terms available at <https://legal.hubspot.com/stripe-payment-processing-terms> instead of the General Terms.

If you use HubSpot payments as your payment processing option, please note that HubSpot payments is an additional service available outside the scope of our Subscription Services and subject to the 'Commerce Hub Fees and Payment' section and the HubSpot Payments Terms of Use available at <https://legal.hubspot.com/payments-terms-of-use> instead of the General Terms.

4.2 Commerce Hub Fees and Payment. The 'Fees' section of the General Terms, will apply to the features in Commerce Hub, with the exception of Commerce Hub features related to payment processing, which are based on a per-transaction basis rather than a subscription basis. This section and the linked terms included here will apply to the fees related to payment processing options in Commerce Hub, excluding any Subscription Fees.

As it relates to Commerce Hub, a "Payment Processor" is a separate entity not affiliated with HubSpot, which provides its own technical services and processing of payments to you. The current Payment Processor for Commerce Hub is Stripe, Inc. ("Stripe"). For clarification, in each transaction enabled by Commerce Hub, HubSpot is not processing payments, and Stripe as Payment Processor provides those services directly to you.

If you choose to use Commerce Hub to create a payment experience, you agree to pay a use-based fee, as shown in the Product and Services Catalog, for each transaction processed with the Payment Processor (a "Platform Fee") which will be collected from you by the Payment Processor, in addition to other fees applicable to Commerce Hub as detailed in the Product and Services Catalog. We reserve the right to change the Platform Fee and Processing Fees at any time, and will provide you with at least thirty (30) days' prior notice of any increase, which may be given by email, in your HubSpot Account, or through any other means we reasonably determine.

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4.3 Billing Migration. If you use Commerce Hub, you may also choose to use our billing migration service, which permits you to transfer existing billing subscription data from your account with a third party (e.g., Stripe) to your HubSpot account (“Billing Migration”).

You understand and agree that the Billing Migration Services only apply to and cover (i) the types of Customer Data related to products and services available from Commerce Hub (as further specified in the Product and Services Catalog), including, but not limited to, subscriptions, payments, internal invoices, and internal orders. Except where otherwise agreed, the Billing Migration Services do not apply to or cover other services or types of data in connection with the Subscription Service; and (ii) the Billing Migration Services only cover Customer Data submitted or collected with your third party account prior to your participation in and use of the Billing Migration Services.

You agree, at your own cost and expense, to supply your own personnel and resources or that of your designated third party service provider to support the Billing Migration. In the event that you do not provide such personnel and resources in a timely manner we may at our option either (i) inform you that Billing Migration was not possible and you will remain on your current HubSpot account with the current Customer Data or (ii) deem the Billing Migration complete.

You acknowledge that by using Billing Migration, you assume the risk that (i) some data may be lost, either through loss during the migration or data not captured during the Billing Migration; (ii) HubSpot may cancel a migration or a migration may fail; and (iii) HubSpot will not be responsible for any credits, data loss, or other costs to Customer.

If you use Billing Migration, you understand you may be subject to different fees and terms, as described in the Product and Services Catalog and the applicable terms for the payment processing option as noted in the ‘Overview’ section above.

5. OTHER HUBS

5.1 Overview. The terms in this section apply to Subscription Services reflected as a Hub in the [Product and Services Catalog](#), except Marketing Hub and Commerce Hub which are referenced in their respective sections.

5.1.1 Retrieval of Customer Data. We will provide reasonable assistance to you, at your cost, if you require any assistance to retrieve your Customer Data during the Subscription Term, and in accordance with the ‘Confidentiality’ section of the Terms of Services.

We strongly recommend retrieving your Customer Data prior to the end of your Subscription Term; for the other Hub Subscription Services, we will not provide you with any access to Customer Data after termination or expiration of your Subscription Term.



HubSpot Terms Tip: If you want to retain or export Customer Data during your Subscription Term, you can retrieve Customer Data by following the instructions at the following knowledge base articles: "[Export your Content and Data](#)"; "[Export your Records](#)"; "[Export your Ad Performance Data](#)"; "[Export your Marketing Email Performance Data](#)"; "[Perform a permanent delete in HubSpot](#)."

5.2 Sales Hub. The terms in this Section also apply to any purchase of Sales Hub:

5.2.1 Documents. Files that you upload using the 'Documents' feature are stored by us and shared with other users of your HubSpot Smart CRM team.

5.2.2 Sales Extension Uninstall. The Sales Extension for Google Chrome and Outlook may leave remnants of application settings and log files on your device even after the Sales Extension has been uninstalled.



HubSpot Terms Tip: For more information on how to uninstall the Sales Extension, please refer to this knowledge base article at <https://knowledge.hubspot.com/email-tracking/how-do-i-uninstall-hubspot-sales>.

5.2.3 Revenue Reporting Tools. Revenue reporting tools provided as part of the Subscription Service are not intended to be used as systems of record for financial, tax, employee commission, or other regulatory compliance or reporting. You are responsible for ensuring the accuracy or reports derived using the revenue reporting tools.

5.3 Data Hub. The terms in this Section also apply to any purchase of Data Hub:

You are responsible for ensuring the completeness, accuracy and configuration of all Customer Data transferred using the data sync feature available in Data Hub. You are also responsible for ensuring you have all necessary licenses and consents to share two-way and historical Customer Data syncing features described in the [Product and Services Catalog](#).

6. ENRICHMENT PRODUCTS

6.1 Overview. HubSpot enrichment products descriptions, availability, Limits, scope, upgrade details, and more are available in the [Product and Services Catalog](#). Legacy enrichment products, including HubSpot Insights, are no longer available.

6.2 Enrichment Data. Collectively, "Enrichment Data" includes both Professional Enrichment Data and Company Enrichment Data, each as defined below.



(i) Professional Enrichment Data. "Professional Enrichment Data" is Contact record data, including Personal Data, such as email addresses. If you submit a Contact record for enrichment, your submission includes Professional Enrichment Data; HubSpot's Enrichment Outputs also include Professional Enrichment Data.

(ii) Company Enrichment Data. "Company Enrichment Data" is company record data, not including Personal Data and reflects only entity information, such as company domain. If you submit a company record for enrichment, your submission includes Company Enrichment Data; HubSpot's Enrichment Outputs also include Company Enrichment Data.

6.3 Enrichment Outputs. The outputs of the enrichment products may include Enrichment Data from HubSpot and other reports, text, and content made available from our commercial dataset ("Enrichment Outputs"). For the avoidance of doubt, our commercial dataset and Enrichment Outputs are considered HubSpot Content.

6.4 HubSpot Tracking Code and Customer Websites. For the avoidance of doubt, intent features included in enrichment products use the HubSpot Tracking Code as further detailed in the HubSpot Terms of Service.

6.5 Data Use and Sharing Authorization.

(i) You agree we may use information collected through the HubSpot Tracking Code, which may include Personal Data such as IP addresses and other online identifiers ("Website Data"), to provide, maintain, append, improve, enhance, and develop our commercial dataset and Subscription Services.

(ii) You acknowledge we may use Enrichment Data to provide, maintain, append, improve, enhance, and develop our commercial dataset and the Subscription Services; this authorization is necessary for the functionality of enrichment products and supersedes any prior or conflicting terms. For the avoidance of doubt, by using the enrichment products, you agree that only the Enrichment Data you transmit to HubSpot via the Subscription Services may be copied to our commercial dataset and processed further as HubSpot Content.

(iii) For your ease of reference, the 'Controller-to-Controller Terms' section of the DPA applies to the extent that Customer uses our enrichment products or the HubSpot tracking code, and each party is considered a Controller under Data Protection Laws.

6.6 Accuracy and Availability.

(i) HubSpot will make reasonable efforts to match, cleanse, update, or append your records with information from our commercial dataset.

(ii) HubSpot will take reasonable steps to correct errors and omissions in Enrichment Outputs when discovered by HubSpot and/or upon notification by Customer. However, accuracy of Enrichment Outputs may vary, and availability of Enrichment Outputs may be limited by location.

6.7 Customer Responsibilities.

(i) You are responsible for the content, accuracy, and integrity of Enrichment Data you transmit to HubSpot, including for correcting errors and omissions.

(ii) Customer acknowledges that it shall implement the current version of the HubSpot Tracking Code on the Customer Websites in accordance with the current product documentation and acknowledges that failure to do so may cause the enrichment products to cease working properly.

(iii) With respect to the use of the HubSpot Tracking Code, Customer represents and warrants that it has provided and will continue to provide adequate notices and opt-out mechanisms, and that it has obtained and will continue to obtain any necessary permissions and consents, as required by applicable laws, in order to lawfully collect and transmit Website Data and Professional Enrichment Data to HubSpot under the Agreement. Without limiting the foregoing, Customer will include on each Customer Website a notice that discloses Customer's use of third-party tracking technology to collect Website Data in compliance with Data Protection Laws (as defined under the DPA).

7. HUBSPOT AI

7.1 Overview. We make available products, features, or tools that incorporate artificial intelligence (AI) ("HubSpot AI"). These may include generative AI, machine learning, or related technologies. The terms in this section govern your use of HubSpot AI within the Subscription Services. The terms in this section do not apply to the use of any Third-Party Products or Third-Party Sites that are powered by artificial intelligence, machine learning, or related technologies. Some HubSpot AI settings may be on by default; you can manage these settings at any time in your account.



HubSpot Terms Tip: Visit the HubSpot knowledge base article "[Manage your AI settings](#)" for more information about options and settings.

7.2 AI Input and Output. You may not use HubSpot AI in a manner that violates the [HubSpot Acceptable Use Policy](#). You are responsible for any text, images, or other content you upload or submit to HubSpot AI ("AI Input") as well as the text, images, or other content generated by HubSpot AI based on your AI Input ("AI Output"). You will have all necessary rights and permissions to share any data included in the AI Inputs you provide and the AI Outputs you use.



AI Output may not be accurate or reliable and you should independently review all AI Output before using or sharing it.

7.3 Ownership and Rights. Between you and HubSpot, you retain all rights you may have to use and exploit your AI Output. This means you can use your AI Output for any lawful purpose, including commercial purposes such as sale or publication, in accordance with the Customer Terms of Service (including these Product Specific Terms).

You acknowledge that AI Output may not be unique across users and that HubSpot AI may generate the same or similar AI Output for you or a third party.

7.4 AI Service Providers. We provide some elements of HubSpot AI through third party service providers. You acknowledge that your AI Input and AI Output, including Customer Data, will be shared with and processed by our AI service providers, in order to enable your use of HubSpot AI, content moderation, and other business purposes consistent with this Agreement. You may refer to the [DPA](#) for additional information about HubSpot AI and related data handling.

7.5 Availability and Modifications. We do not guarantee the availability of HubSpot AI in any or all geographical areas. Notwithstanding anything to the contrary in this Agreement, any production downtime impacting HubSpot AI that results from a failure of a third party service provider will not be included in the Service Uptime Commitment.

Notwithstanding anything to the contrary in our Terms of Service or these Product Specific Terms, we may make changes to HubSpot AI features that materially reduce the functionality provided to you during the Subscription Term or change the limits that apply to you at any time in our sole discretion.



HubSpot Terms Tip: For more information about our AI Products and AI service providers, you can visit the "[HubSpot AI Cloud Infrastructure Frequently Asked Questions](#)" knowledge base article.

8. OTHER SERVICES

8.1 Consulting Services. You may purchase Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide are described in the [Product and Services Catalog](#) and will be delivered in English. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription. If you are purchasing Consulting Services under the scope of your HubSpot Solutions Partner Program Agreement through an Order Form, the HubSpot Solutions Partner Program Agreement will apply.

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8.1.1 Remote Delivery. All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

8.1.2 Expiration. If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the “Expiration Period”).

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the “Delivery Period”). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

8.1.3 Third Party Providers. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

8.2 Communication Services. The HubSpot Communication Services include third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group (“Communication Services”). If you use the WhatsApp Business Messenger, this section applies to you, in addition to the WhatsApp Business Messenger terms below.

You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service. We do not control the content, messages or information found in the Communication Services. We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

8.3 Hosting Location Migration. Data migration is a programmatic migration of your HubSpot account from one Hosting Location to another. You will lose access to your HubSpot portal prior to and during the data migration (included in Downtime).


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(i) You may elect to migrate Hosting Locations by changing the configuration in your account settings, or we may ask you to move to a different Hosting Location (e.g., if we find your location on sign-up differs from our records, like your billing address, if a different Hosting Location would enhance your use of the Subscription Services or make them more reliable, etc.). For Free Services, we will always determine your Hosting Location.


(ii) You acknowledge the limitations and risks associated with data migration, including migration cancellation at the reasonable determination of HubSpot, and possible migration failure. In the event of cancellation or failure, Customer Data will remain in the original data Hosting Location.

(iii) Post Migration Data Retention. After a reasonable period of time, we will either delete or anonymize your Customer Data in the original Hosting Location. We will only retain your Customer Data on an ongoing legitimate business need to do so in accordance with this Agreement, including the DPA.

 HubSpot Terms Tip: For more information on Data Migration, please see the HubSpot knowledge base article "[Migrate your account data to another regional data center | Frequently Asked Questions](#)."

8.4 HubSpot Multi-Account-Management. Multi-account management includes features that may allow Customer Data to be shared across accounts, including Personal Data.

8.4.1 Multi-Account-Management Limitations. All connected accounts must be in the same Hosting Location. The Product & Services Catalog reflects details and limitations for Multi-account management, including (i) the subscription and tier requirements, (ii) the number of accounts you can connect under Multi-account management, and (iii) other applicable requirements, including features that require specific seat types.

 HubSpot Terms Tip: For more information on Multi-account management, please see the HubSpot knowledge base articles "[Set up Multi-account management](#)," "[Copy assets to another HubSpot account](#)," and "[Mirror data between HubSpot accounts](#)."

8.5 HubSpot Directory and Community. If you use the HubSpot Directory (as defined in the HubSpot Marketplace Terms of Use), you agree to comply with the HubSpot Marketplace Terms of Use available at <https://legal.hubspot.com/marketplace-tou>. If you use the HubSpot Community (as defined in the HubSpot Community Terms of Use), you agree to comply with the HubSpot Community Terms of Use available at <http://legal.hubspot.com/community-tou>.



8.6 HubSpot Academy. We may offer educational seminars or certifications through HubSpot Academy. The descriptions of these educational seminars and certifications, and the terms and conditions that apply to your participation in HubSpot Academy are available at <http://academy.hubspot.com/>. By participating in a HubSpot Academy educational seminar or certification, you agree to abide by the applicable terms and conditions for [HubSpot Academy](#).

8.7 Calling. You agree to comply with all applicable laws, rules and regulations when using HubSpot's calling tool. Your use of the calling tool within the Subscription Services is limited to the number of minutes included in your Subscription Service. We do not guarantee the availability of our calling feature in any or all geographical areas. If you are interested in obtaining a list of countries to which we currently offer calling, please contact our Support team. We may update this list at any time without notice to you. We may also disable your ability, or charge you a fee, to make calls to certain countries if we choose to, even if we generally offer calling to these countries. One reason we may do this is if you are making a disproportionate or excessive number of calls to these countries.

Please note, we do not guarantee the availability of this feature in any or all geographical areas where calling is offered. Your use of this feature may, from time to time, be affected by full or partial outages.

8.8 Recording of Calls and Other Electronic Communications. You agree to comply with all applicable laws, rules and regulations relating to the recording, collecting, transmitting, or monitoring of phone calls or other electronic communications, including chatflows. This includes obtaining all necessary consents from participants and providing any required notices before recording. HubSpot does not make any representation or warranty that calling recording features or functionality will ensure your compliance. You are solely responsible for the content of all recordings and confirm you have all necessary rights to share this content with HubSpot.

8.9 Texting. You are responsible for all compliance obligations related to applicable laws, rules and regulations relating to texting communications (also known as SMS texting) when using the Subscription Services. For the avoidance of doubt, you are responsible for your compliance with regulations and carrier requirements, including those relating to marketing and data privacy; in the event your messaging carrier assess a penalty associated with your account or related to your use of the Subscription Services, your invoice will reflect any applicable third-party carrier penalties as a pass through cost. You may work with your carrier directly to dispute any penalties. For your convenience, you can find additional information in the "[Set up SMS messaging in HubSpot](#)" knowledge base article.

Please note, we do not guarantee the availability of this feature in any or all geographical areas where this functionality is offered. Your use of this feature may, from time to time, be affected by full or partial outages.

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To use SMS for Marketers, a Contact must be set as a Marketing Contact before being eligible to receive an SMS.



HubSpot Terms Tip: For more information, please refer to the "[Set up SMS messaging in HubSpot](#)" knowledge base article.

8.10 WhatsApp Integration. The terms in this Section apply to your use of our WhatsApp integration by connecting your WhatsApp Business account to HubSpot. If you connect your WhatsApp Business account to HubSpot, you also agree to WhatsApp's Business Solution Terms available at <https://www.whatsapp.com/legal/business-solution-terms/>.

If you connect your WhatsApp Business account to HubSpot you agree that Meta Platforms, Inc. ("Meta") will function as a Sub-Processor under the [DPA](#).

Please note, we do not guarantee the availability of this feature in any or all geographical areas where WhatsApp is offered. Your use of this feature may, from time to time, be affected by full or partial outages caused by WhatsApp and/or Meta. While we do not assume any responsibility for the results of these outages, we will investigate them in a timely manner to the extent feasible. HubSpot may notify you of these outages at its sole discretion, but is not obligated to do so.

8.11 Beta Services. If we make beta access to some or all of the Subscription Service available to you (i) the Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind, except in respect of losses that cannot be legally limited or excluded under law, related to your use of the Beta Services.

We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

8.12 Third Party Sites and Products. You can choose to integrate Third Party Sites and Products with the Subscription Service. We are not responsible for any Third-Party Sites and Products or for any issues arising from or related to the Third Party Site or Product. The availability of any integration to a Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

9. SERVICE UPTIME COMMITMENT

9.1 Uptime Definitions. For the purposes of this 'Service Uptime Commitment' section, the following definitions will apply:

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"Downtime" means a critical full outage/severe issue that constitutes a catastrophic problem causing complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the Subscription Service resulting from telecommunications or internet service provider failures outside of our data center as measured by our third party website availability monitoring provider; (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service; and (v) unavailability caused while we perform maintenance or other updates related to the Subscription Service when necessary, in HubSpot's sole, reasonable discretion or other maintenance related to migrations.

"Service Uptime" means $(\text{total hours in calendar month} - \text{Excluded duration} - \text{Downtime duration}) / (\text{total hours in calendar month} - \text{Excluded duration}) \times 100\% = \text{Service Uptime}$.

9.2 Service Uptime. We will use commercially reasonable efforts to meet a Service Uptime of 99.95% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet Service Uptime commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.95% in a given calendar month, Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.95%. The credit will be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month in which HubSpot did not meet the Service Uptime of 99.95%. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services.

10. CUSTOMER SUPPORT

If you pay us a Subscription Fee for our Starter tier, your Users with a paid Seat can select from support options available in-app, at no additional cost. If you pay us a Subscription Fee for our Professional or Enterprise tier or if indicated in the Product and Services Catalog, phone and in-app support is included at no additional cost for Users with a paid Seat.

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10.1 Phone Support. Phone support for Professional or Enterprise tiers is available from 8pm Sunday to 8pm Friday EST (Eastern Standard Time). Please note, these hours may be reduced from time to time, including (i) during recognized holidays in applicable HubSpot entity locations; and (ii) in all locations during HubSpot's company-wide designated week of rest. We accept email and in-app support questions 24 hours per day x 7 days per week. Email and in-app questions can be submitted through the help widget in the lower right hand corner of your account or by going to our help page at <http://help.hubspot.com>.

10.2 Email and In-app Support. Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of HubSpot representatives.

10.3 Support Limitations. Issues resulting from your use of API's or your modifications to code in the Subscription Service may be outside the scope of support. We will only provide support for integrations which are listed in-app as being supported by HubSpot.

10.4 Free Services Support. If you do not pay a Subscription Fee, support is available to you through the HubSpot Community available at community.hubspot.com.

Similarly, if you have a View-Only Seat, you may contact your internal HubSpot account administrator for access to a paid Seat, or you may leverage the support available through the HubSpot Community available at community.hubspot.com.