



Terms of Service

Effective: August, 1 2024

These Terms of Service are a contract between you and Help Scout PBC (referred to in these Terms of Service as "Help Scout", "us", "we" or "our"), the provider of the Help Scout website and the services accessible from the Help Scout website (which are collectively referred to in these Terms of Service as the "Help Scout Service").

You are agreeing to be bound by these Terms of Service. If you do not agree to these Terms of Service, please do not use the Help Scout Service. In these Terms of Service, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms of Service, we reserve the right to cancel your account or block access to your account without notice.

Your Account

- **Eligibility.** Your account must be registered by a human. Accounts registered by "bots" or other automated methods are not permitted. Additionally, you must be 18 years of age or older.
- **Registration Information.** You must provide a valid permanent email address, along with any other information required by Help Scout during the registration process. One person or legal entity may not maintain more than one free account.
- **Password.** You are responsible for maintaining the security of your account and password. We will not be liable for any loss or damage from your failure to comply with this security obligation. Personally identifiable information submitted by you will be subject to our [Privacy Policy](#).
- **Restrictions.** You shall not and shall not permit any third party to use the Help Scout Service for purposes of:
 - violating any applicable local, state, provincial, national or international law, treaty, or regulation, or any order of a court;
 - distributing any virus, time bomb, trap door, or other harmful or disruptive computer code, mechanism or program;

- engaging in deceptive practices such as phishing, fraud, forgery, or misappropriation of funds, credit cards, or personal information;
- sending unwanted telemarketing, promotional or informational messages without having procured the necessary consents, right and license from the recipients of your messages;
- sending messages in violation of the U.S. National Do Not Call Registry;
- harming minors in any way;
- covering or obscuring any notice, legend, warning or banner contained on the Help Scout Service;
- interfering with or circumventing any security feature of the Help Scout Service or any feature that restricts or enforces limitations on use of or access to the Help Scout Service;
- infringing or violating the rights of any other party, including without limitation any intellectual property rights, including copyright laws, trade secrets, or rights of privacy or publicity;
- being obscene, offensive, pornographic, fraudulent, deceptive, defamatory, threatening, harassing, abusive, slanderous, hateful, or causing embarrassment to any other person as determined by Help Scout in its sole discretion;
- deliberately misleading anyone as to your identity, impersonating another, or falsely identifying the source of any information; or
- developing or building a competitive product or service;
- using the Help Scout Service for any purpose other than its intended purpose, including: (i) creating or maintaining more than 25,000 Tags in relation to your conversations (a "Tag" is a brief set of text that can be added to conversations to add context or assist in keeping track of certain topics in your Inbox); or (ii) allowing more than 10,000 Open Conversations to remain active or pending.
- Help Scout may terminate your account if any of your Inboxes have a conversation to reply ratio of 1% or less.
- Making available any content that (i) is unlawful, tortious, defamatory, vulgar, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes

violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities.

Unsolicited Messages; Opt-Out Requirements

You may not use the Help Scout Service in any way, directly or indirectly, to send, transmit, handle, distribute or deliver:

- unsolicited email ("spam" or "spamming") or commercial electronic messages in violation of the CAN-SPAM Act, EU General Data Protection Regulation 2016/679, or Canada's Anti-Spam Legislation, or any other applicable marketing laws;
- email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); or
- email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry.

You warrant that you will promptly comply with all opt-out, unsubscribe, "do not call", "STOP", and "do not send" requests from users and recipients of your emails and other communications. You further warrant that each email you send or which is sent on your behalf using the Help Scout Service will contain:

- header information that is not false or misleading; and
- a communication that the recipient may unsubscribe, opt-out, or otherwise demand that use of its information for unsolicited, impermissible, and/or inappropriate communications as described in this Terms of Service be stopped, and must clearly indicate how the recipient can notify you that it wants to unsubscribe, opt-out, or stop this use of its information.

These requirements may not apply if the email concerned is strictly transactional in nature and/or these requirements are otherwise subject to a legal exception.

You shall not harvest, collect, gather or assemble information or data of users, including e-mail addresses, without their consent.

You are solely responsible for obtaining all necessary and appropriate rights, licenses and consents from those persons and entities with whom you message or otherwise communicate with via the Help Scout Services, prior to commencing any such messaging or communication.

Payment, Refunds, Upgrading and Downgrading

This section applies to purchases directly from Help Scout. In the event you obtain access to the Help Scout Service from a Help Scout approved reseller, the applicable billing, payment, ordering, and delivery terms will be agreed upon between you and the applicable Reseller and

the terms of this Section (Payment, Refunds, Upgrading and Downgrading) shall not apply to your purchase.

A valid credit card is required for paying accounts unless your company pays for services annually, in which case payment via Wire/ACH is acceptable. Free accounts are not required to provide a credit card number.

The Help Scout Service is billed in advance in accordance with our pricing schedule. There will be no refunds or credits for partial months of service, annual payments, or refunds for months unused with an open account, except in the case of our 30-day money back guarantee (see below). In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) income taxes. You agree to pay for any taxes that might be applicable to your use of the Help Scout Service or payments made by you in connection with your use of the Help Scout Service.

30-day money back guarantee

If for any reason, you are unhappy with your Help Scout purchase, we do offer a 30-day money back guarantee. If you decide not to use Help Scout in your business within 30 days from your first payment, you may request a full refund. This applies to both annual and monthly subscriptions. If your purchase is through a Help Scout approved reseller, Help Scout will encourage the reseller to refund you the full amount and, in any event, Help Scout will refund you the full amount Help Scout actually received from the reseller.

Violation of these Terms of Service

We reserve the right to investigate and prosecute violations of any of these Terms of Service to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting Users who violate the Terms of Service. You acknowledge that Help Scout has no obligation to prescreen or monitor your access to or use of the Help Scout Service or any information, materials or other content provided or made available through the Help Scout Service, but has the right to do so. You hereby agree that Help Scout may, in the exercise of our sole discretion, remove or delete any data, accounts or other content that violates these Terms of Service or that is otherwise objectionable.

Cancellation

You are solely responsible for properly canceling your account. As a security precaution, an email or phone request to cancel or make changes to your account will not result in cancellation. You can cancel your account at any time from the "Your Plan" page. The Account Owner, and in some cases Administrators with permission, are the only Users with access to this page. Step-by-step instructions are available [in this article](#).

Any cancellation of your account will result in the deactivation or deletion of your account, and the removal of all content in your account. This information can be restored by request of the Account Owner to Help Scout for a 14-day period. Cancelled accounts cannot be recovered or restored from Help Scout following this 14-day period. Please be aware that we may for a time retain residual account information in our backup and/or archival copies of our database. We will make reasonable commercial efforts to delete your information as soon as possible after you communicate that intention to us.

Cancellations will take effect immediately. If you wish to continue using your account through the end of a billing cycle, please do not cancel until the billing cycle is completed.

Termination

Help Scout reserves the right to terminate any free accounts that do not have any activity (replies or logins) for sixty (60) days, or trial accounts without a payment method thirty (30) days after expiration.

Help Scout, in its sole discretion, has the right to suspend or terminate your account if you breach these Terms of Service. Any termination of your account will result in the deactivation or deletion of your account, denied access to your account, and the removal of all content in your account.

Modifications to the Help Scout Site and Prices

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Help Scout Service (or any part thereof) with or without notice. However, we will make our very best efforts to notify customers of any upcoming system maintenance and/or service disruptions.

Prices of all Help Scout Service plans are subject to change. If Help Scout does for any reason have to remove the plan you are on or require an upgrade to a current plan, we will provide you with at least six (6) months notice via email. If you have purchased access to the Help Scout Service through a reseller, the reseller is solely responsible for notifying you of any updates to your plan.

We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Help Scout Service.

We reserve the right, in our sole discretion, to change, modify, add to, supplement or delete any portion of these Terms of Service at any time, effective with or without prior notice; provided, however, that we will use reasonable efforts to provide you with notification of any material changes (as determined in our sole discretion) by email.

If any future changes to these Terms of Service are unacceptable to you or cause you to no longer be in compliance, you must immediately stop using the Help Scout Service. Your continued use of the Help Scout Service following any revision to these Terms of Service

constitutes your complete acceptance of any and all such changes. Any new features that augment or enhance the current Help Scout Service, including the release of new tools and resources, will be subject to these Terms of Service.

Intellectual Property and Content Ownership

We claim no ownership rights over the content submitted or created exclusively by you in your Help Scout Service account. Any content that is yours remains yours. These Terms of Service do not grant us any licenses or rights to your content except for the limited rights needed for us to provide the Help Scout Service to you.

Similarly, any reporting data we collect from your use of the Help Scout Service remains yours. By using the Help Scout Service you agree that we can use this data to provide the Help Scout Service to you, and you also agree that as long as the data is anonymized and does not identify you, we can combine this data with the anonymized data of other companies to provide benchmarking, public reports or to otherwise use it to provide the Help Scout Service.

All proprietary technology utilized by Help Scout to perform its obligations under these Terms of Service, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Help Scout. The contents of the Help Scout Service are copyrighted under the United States copyright laws (© - Help Scout PBC dba Help Scout). Help Scout, and the Help Scout logos, are trademarks of Help Scout and may not be used without our express written permission. Help Scout or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to any Help Scout intellectual property, including, the Help Scout platform, You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission. You do not acquire any ownership rights by using the Help Scout Service. For more guidelines on using the name or logo, [see this page](#).

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Account Access

In some cases, it is necessary for Help Scout employees to access your account and content in order to diagnose a problem. When you contact our support team, it is implied that you are allowing Help Scout employees to access your account if necessary, in order to be helpful. If you wish to receive assistance without granting permission to your account, please specify as much in your communication with our support team and those requests will be honored to the extent possible.

Indemnification

You agree to indemnify and hold Help Scout, its parents, subsidiaries, affiliates, officers, partners and employees harmless from any claim or demand, charge, liability, damages, expenses or loss, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Help Scout Service, use of your account by any third party, your violation of these Terms of Service, or any infringement by you or any third party using your account.

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Limitation of Liability

Help Scout will not be liable for any indirect, incidental, special, exemplary or consequential damages, lost profits, lost data, or business interruption, in any way whatsoever arising out of the use of, or inability to use, the Help Scout Service, whether or not Help Scout is advised of the possibility of such damages. You acknowledge and agree that Help Scout's maximum liability to you will not exceed the lesser of (a) the amount Help Scout receives from you or (b) the amount Help Scout receives from the reseller with whom you have purchased access to the Help Scout Service, in the ninety (90) days immediately preceding the date on which you first assert a claim.

To the fullest extent permitted by law, these disclaimers and limitations of liability apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Help Scout Service under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence).

Jurisdiction and Venue

These Terms of Service and any controversy, claim or dispute arising under or related to these Terms of Service will be construed, pursued and resolved in accordance with and will be governed by the laws of Massachusetts, USA without regard to its conflicts of laws provisions. You irrevocably consent to the exclusive jurisdiction of the courts of Massachusetts and the federal courts situated in Massachusetts in connection with any action or dispute arising between the parties under or in connection with these Terms of Service.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Service to be unenforceable, the remainder of these Terms of Service will continue in full force and effect. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by an authorized representative of Help Scout. Help Scout will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Help Scout operates and controls the Help Scout Service from its offices in the United States. The Service is not intended for distribution to

or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Help Scout Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Service (which include and incorporate the Help Scout Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Help Scout concerning its subject matter, and cannot be changed or modified by you. The section headings used in these Terms of Service are for convenience only and will not be given any legal import.