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Klaviyo Terms of Service

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Updated: December 17, 2025

For Klaviyo's Terms of Service for customers based in Australia, please click [here](#).

These Terms of Service (“**Terms of Service**“), together with our [Acceptable Use Policy](#), [Data Processing Agreement](#), any Service Order and, if applicable, our [API Terms of Use](#) and [EU Data Act Addendum](#), collectively constitute a binding agreement (the “**Agreement**”) between Klaviyo, Inc. (“**Klaviyo**”) and you or the legal entity you represent (“**Customer**” or “**you**”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE SERVICES. BY CLICKING ON THE “CREATE ACCOUNT” BUTTON, COMPLETING THE REGISTRATION PROCESS OR ACCESSING OR USING ANY OF THE SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH KLAVIYO, (3) THE INFORMATION YOU PROVIDED IN CONNECTION WITH YOUR REGISTRATION FOR THE SERVICES IS ACCURATE AND COMPLETE, AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE AGREEMENT. THE TERM “YOU” OR “USER” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU DO NOT HAVE SUCH AUTHORITY OR ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH KLAVIYO, YOU MAY NOT ACCESS OR USE THE SERVICES.

If you have any questions about these Terms of Service or the Services, please reach out to Klaviyo Support.

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

1.1. **“AI Features”** means any features or functionality of the Services made available to Customer that generate, analyze, recommend, or take actions using machine learning, artificial intelligence, or similar techniques.

1.2. **“Authorized User”** means any individual who is an employee of Customer or an affiliate, partner, service provider or such other person or entity as may be authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement.

1.3. **“Communications Content”** means marketing and promotional content, including content in Customer Communications provided or transmitted by Customer or its Authorized Users to the Services in connection with the advertising, promotion, and sale of products and services.

1.4. **“Customer Communications”** means communications sent via the Services, including emails, mobile messages, communications through websites and transactions, and other similar communications.

1.5. **“Customer Data”** means any data, information, programs (such as code or scripts), and other content provided or transmitted by Customer or its Authorized Users to the Services, including, without limitation, Inputs, Outputs, Communications Content and personal data, including personal data of end customers and prospects, but excluding Feedback and Klaviyo Derived Data.

1.6. **“Documentation”** means the online user guides and other technical material relating to the use of the Services, including any applicable service descriptions that are made available by Klaviyo to Customer, as may be updated from time to time.

1.7. **“Input”** means any prompt, data, text, content, or other materials submitted or provided to the AI Features by Customer or its Authorized Users.

1.8. **“Intellectual Property Rights”** means any and all intellectual property, industrial property, and other proprietary rights throughout the world, including all rights in, to, or arising out of patents, patent applications, inventions (whether patentable or not), invention disclosures, trade secrets, know-how, proprietary information, works of authorship, copyrights, mask works, moral rights, trademarks, service marks, software, data, technology, layout designs and design rights, and all registrations, applications, renewals, extensions, or reissues of any of the foregoing.

1.9. **“Output”** means any data, text, or content generated by or returned from the AI Features in response to Inputs.

1.10. **“Pre-GA Versions”** means Klaviyo services (including any add-on, feature or functionality) that Klaviyo makes available to Customer that have not been made generally available to its customers, and has been designated as beta, limited release, limited availability or other similar description.

1.11. **“Services”** means Klaviyo’s cloud based services including, support and other services made generally available and subscribed by Customer in a Service Order.

1.12. **“Service Order”** means any online or written form or other communication provided by Klaviyo evidencing Customer’s subscription to the Service.

2. MODIFICATION TO THE AGREEMENT.

Klaviyo may amend the Agreement from time to time due to changes to the Services, to account for developments under the law, or for any other reason. When material modifications are made, Klaviyo may (and where required by law, will) send an email to you at the last email address you provided to us pursuant to the Agreement to provide an updated copy of the Agreement. Klaviyo may require you to provide affirmative acknowledgement to the updated Agreement in a specified manner before further use of the Services is permitted. Unless required sooner by law, updated terms shall apply to you the later of: (i) 30 days from the date of the updated Terms of Service; and (ii) the first day of your next Renewal Term (such date, the “Change Date”). If you do not agree to any change(s) that are not required by law after receiving a notice of such change(s), you shall notify Klaviyo and close your account prior to the Change Date. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK KLAVIYO’S WEBSITE TO VIEW THE THEN-CURRENT TERMS.

3. PROVISION OF SERVICES

3.1. Access. Subject to the terms and conditions of the Agreement, Klaviyo grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services during the Term. Customer may permit its Authorized Users to use the Services provided that Customer shall be responsible for each Authorized User’s compliance with the Agreement.

3.2. Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) modify, adapt, alter, translate, or create derivative works of the Services; (b) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services or Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of

the Services, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Klaviyo); (d) bypass, delete, or disable any copy protection or security mechanisms of the Services; (e) use or demonstrate the Services in any other way that is in competition with Klaviyo, or provide access to a competitor; (f) remove any notice of proprietary rights from the Services; (g) attempt to gain unauthorized access to, or disrupt the integrity, performance or security of the Services or the data contained therein; (h) use or copy the Services or Documentation, except as expressly allowed herein or (i) use the Services in violation of the Acceptable Use Policy. Klaviyo shall have the right, but not the obligation, to review and monitor all use of the Services to ensure compliance with the terms and conditions of this Agreement.

3.3. Downtime. Customer acknowledges that access to and use of the Services may be suspended for the duration of any scheduled or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions, or any other acts, omissions or failures on the part of Klaviyo.

3.4. Non-Klaviyo Products and Services. Customer may use the Services to interact with non-Klaviyo products or services including webshop or e-commerce platforms (“**Non-Klaviyo Services**”). If Customer chooses to integrate the Services with any Non-Klaviyo Services, Customer will ensure that Customer’s use of the integration does not conflict with the Non-Klaviyo Services provider’s (“**Provider**”) terms and conditions.

Any acquisition by Customer of such Non-Klaviyo Services, and any exchange of data between Customer and any Provider of Non-Klaviyo Services is solely between Customer and the applicable Provider. Klaviyo does not warrant or support any Non-Klaviyo Services, whether or not they are designated by Klaviyo as “certified” or otherwise. Klaviyo is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Klaviyo Services or its Provider.

Further, some Non-Klaviyo Services may require Customer or Klaviyo to provide certain Customer Data that Klaviyo is processing on Customer’s behalf back to the Provider. In these cases, Klaviyo considers Customer’s request to integrate with the Non-Klaviyo Services as instruction to provide this data to the Provider according to the Provider’s terms and conditions. If Customer does not want this data to be provided to the Provider, Customer will immediately request the suspension of the integration with the respective Provider.

4. USE OF THE SERVICES

4.1. Setup Responsibilities. Customer shall be responsible for setting up and configuring the Services, including without limitation any provisioning of access to the Services to its Authorized Users. Customer shall be responsible for obtaining and maintaining, at Customer’s expense, all

of the necessary telecommunications, computer hardware, software, services and Internet connectivity required by Customer or any Authorized User to access the Services from the Internet. In the event that Klaviyo assists or advises Customer with any Services setup, configuration or support, in no event shall such assistance or advice be construed as legal advice.

4.2. Customer Account. Customer is solely responsible for protecting and safeguarding Customer's account and passwords and/or keys or other access protocols that have been provided to Customer or that are generated in connection with Customer's use of the Services. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of its account and the Services. Customer is solely and fully responsible for all activities, including accrued charges, that occur in connection with its account and its use of the Services. In the event Customer believes Customer's account or the Services have been compromised, including any unauthorized use or access of the Services or any other known or suspected breach of security, Customer shall immediately notify Klaviyo by email to privacy@klaviyo.com, but in no event more than twenty-four (24) hours following discovery of such breach.

4.3. Suspension, Limitation and Termination of Access. Klaviyo shall be entitled, without liability to Customer, to immediately suspend, terminate or limit Customer's access to the Services at any time in the event that Klaviyo determines, in its reasonable discretion, that (i) the Services are being used by Customer, or its Authorized Users, in violation of any applicable laws or regulations or this Agreement; (ii) the Services are being used by Customer in an unauthorized, inappropriate, or fraudulent manner; (iii) the use of the Services by Customer adversely affects Klaviyo's equipment or service to others; (iv) Klaviyo is prohibited by an order of a court or other governmental agency from providing the Services; (v) there is a denial of service attack or any other event which Klaviyo determines, in its sole discretion, may create a risk to the Services or to any other customers if the Services were not suspended; (vi) there is a security incident or other disaster that impacts the Services or the security of the Services, Customer's account or Customer Data; or (vii) any amount due under this Agreement is not received by Klaviyo within fifteen (15) days after it was due. Without limiting the generality of this Section, Klaviyo shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of Customer's right to use the Services pursuant to this Section 4.3.

5. INTELLECTUAL PROPERTY

5.1. Ownership. Customer acknowledges and agrees that the Services (including the Documentation) are protected by copyright and other laws relating to Intellectual Property Rights, and that the Services embody valuable confidential information of Klaviyo and its suppliers, the development of which required the expenditure of considerable time and financial resources. All right, title, and interest in and to the Services, Klaviyo Derived Data, and all worldwide Intellectual Property Rights therein and associated therewith, are the exclusive

property of Klaviyo and its suppliers. All rights in and to the Services not expressly granted to Customer in this Agreement are reserved by Klaviyo and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, or any part thereof, including any right to obtain possession of any software, source code, data or other technical material related to the Services.

5.2. Continuous Development. Customer acknowledges that Klaviyo may continually develop, deliver and provide to Customer on-going innovation to the Services in the form of new features, functionality, and efficiencies. Accordingly, Klaviyo reserves the right to modify the Services from time to time. Some modifications will be provided to Customer at no additional charge. In the event Klaviyo adds additional functionality to a particular Service, Klaviyo may condition the implementation of such modifications on Customer's payment of additional fees, provided that Customer may continue to use the version of the Services that Klaviyo makes generally available (without such features) without paying additional fees.

6. FEES AND EXPENSES; PAYMENTS

6.1. Fees Generally. In consideration for the Services, Customer will pay to Klaviyo the then-current fees set forth in the "Account" section of Customer's account in the Services unless otherwise set forth in an applicable Service Order (including applicable overages, "Fees"). For self-service Customer subscriptions where auto-upgrade billing applies as described and set forth in Customer's account billing preferences page, subscriptions will automatically upgrade according to usage, and renewals pursuant to Section 13.1 will renew at such upgraded subscription fee amount. In the event of a temporary suspension of Customer's access to the Services in accordance with the Agreement, applicable Fees will continue to accrue.

6.2. Fee Increases. Klaviyo will provide Customer fourteen (14) days advance notice for any increase in fees. Any increases to the Fees shall apply at the beginning of the Customer's following Term. Customer's continued use of the Services after a Fee increase will constitute Customer's agreement to the increase in Fees.

6.3. Billing, Invoicing, and Payment Terms. Klaviyo will charge Customer the Fees for the Services in advance for each billing period on or after the first day of such billing period. All Fees for Services are due and payable in US Dollars and are non-refundable. If Customer is paying by credit card or eCheck, (a) Customer hereby irrevocably authorizes Klaviyo to charge the credit card or other payment method provided for any such amounts when due, (b) amounts due will be automatically charged, (c) if Customer's credit card is declined, Klaviyo will attempt to reach out to Customer for a new payment method, and (d) if Customer's credit card expires, Customer hereby gives Klaviyo permission to submit the credit card charge with a later expiration date. If Klaviyo fails to resolve an issue with Customer resulting from a credit card decline or expiration, Klaviyo may terminate the account due to non-payment. Customer agrees to notify Klaviyo of all

billing disputes within fourteen (14) days of delivery of the billing statement or invoice, and disputes not made within that time are waived. Late payments, including those resulting from credit card declines, will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If Klaviyo must initiate a collections process to recover Fees due and payable hereunder, then Klaviyo shall be entitled to recover from Customer all costs associated with such collections efforts, including but not limited to reasonable attorneys' fees. In the event Klaviyo delivers to Customer an invoice for any Fees or interest payments owed hereunder, such invoiced amounts shall be due upon receipt, unless otherwise set forth in the Service Order.

6.4. Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Klaviyo's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the Fees and the delivery of the Services. To the extent that Klaviyo charges any of the aforementioned taxes, they are calculated using the tax rates that apply based on the billing address provided by Customer. Such amounts are in addition to the Fees and will be billed to Customer's authorized payment method. If Customer is exempt from payment of any such taxes, Customer must provide Klaviyo with evidence of exemption. If Customer is not charged any of the aforementioned taxes by Klaviyo, Customer is responsible for determining if taxes are payable, and if so, self-remitting such taxes to the appropriate tax authorities in Customer's jurisdiction. Customer will make all payments of Fees to Klaviyo free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of Fees to Klaviyo will be Customer's sole responsibility, and Customer will provide Klaviyo with official receipts issued by the appropriate taxing authority, or such other evidence as Klaviyo may reasonably request, to establish that such taxes have been paid. Customer shall indemnify, defend, and hold Klaviyo harmless in connection with any proceedings brought by any taxing authorities in connection with this Agreement.

6.5. Expenses. If pre-approved by Customer in a Service Order, Customer shall reimburse Klaviyo for reasonable out-of-pocket expenses (including travel and living) incurred in performing its obligations for specific Services under such Service Order. All costs and expenses incurred by Customer in connection with this Agreement are the sole responsibility of Customer.

7. CUSTOMER DATA AND RESPONSIBILITIES

7.1. Customer Data. Customer Data, and all worldwide Intellectual Property Rights therein, is, as between Klaviyo and Customer, the exclusive property of Customer. Customer grants Klaviyo a non-exclusive, sublicensable, transferable, worldwide, royalty-free and fully paid license to process and use the Customer Data as necessary for purposes of providing the Services and as otherwise permitted in this Agreement. Customer warrants that Customer is the owner or legal

custodian of, or otherwise has the right and has or will obtain the necessary permissions, valid consents and releases to lawfully transmit, store and use all Customer Data in connection with the Services and to grant the rights granted to Klaviyo under this Agreement.

7.2. Feedback. In the event that Customer or its Authorized Users provide any comments or suggestions in connection with the Services, whether written or oral (collectively, the “Feedback”), Klaviyo, in its sole discretion, shall be entitled to use the Feedback without restriction, and such Feedback will not be treated as confidential to Customer. Customer hereby grants Klaviyo, on behalf of itself and its Authorized Users, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Klaviyo products and services.

7.3. Aggregated Data. Klaviyo may collect and derive from Customer Data aggregated data that does not identify Customer, any third-party entity or any natural persons (“Klaviyo Derived Data”), and use and disclose such Klaviyo Derived Data for Klaviyo’s legitimate business purposes, which may include but is not limited to Services improvement, service and product development, research and marketing. Additionally, Klaviyo may collect and review Communications Content for other development, diagnostic and corrective purposes.

7.4. Customer Personal Data. Klaviyo shall collect, use, disclose and otherwise process Customer Personal Data (as defined in the [Data Processing Agreement](#)), and safeguard the privacy, confidentiality and security of Customer Personal Data in accordance with the requirements set forth in the [Data Processing Agreement](#), which is hereby incorporated into this Agreement by reference. The [Data Processing Agreement](#) does not apply to Account Information.

7.5. Customer Account Information. Klaviyo’s use of Account Information shall be in accordance with the Privacy Notice, and Customer consents to such usage. “Account Information” means information about Customer that Customer provides to Klaviyo in the creation or administration of its Klaviyo account. For example, Account Information includes names, usernames, login credentials, phone numbers, email addresses and billing information associated with a Klaviyo account.

7.6. Customer Responsibilities for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other account information required in order to access and use the Services. Customer shall have the ability to retrieve or export Customer Data out of the Services using the self-service tools Klaviyo makes available to the Customer. Customer is encouraged to make its own back-ups of the Customer Data. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and

appropriateness of all Customer Data and the means by which Customer acquired Customer Data, and for the adequate security, protection and backup of Customer's Data.

7.7. Customer Communications. Customer shall comply with all applicable laws and regulations applicable to Customer's use of the Services, including Customer Communications and Communications Content, which laws and regulations shall include but not be limited to (a) any applicable laws that govern online promotions, offers, gift cards, coupons, and/or gift certificates, data privacy and protection, intellectual property, the sending of electronic marketing messages and the sending of SMS and/or MMS text messages and (b) laws and regulations that apply to commerce, in each jurisdiction in which Customer will be sending marketing communications to a resident of the jurisdiction. Customer acknowledges and agrees that Klaviyo (y) does not control or monitor Customer Communications, or guarantee the accuracy, integrity, security or quality of such Customer Communications and (z) is not responsible for obtaining any necessary consents or permissions from recipients of Customer Communications. Upon request, Customer shall provide reasonable proof of compliance with the provisions set forth in this Section and Klaviyo shall have no obligation to provide Services where Klaviyo reasonably believes that Customer has not so complied.

8. AI FEATURES

8.1. Use of AI Features and AI Third Party Providers. The Services may include AI Features that assist Customer with content generation, analytics, automation, and similar functionalities. The AI Features may combine algorithms and/or models (i) developed internally by Klaviyo and (ii) supplied by third-party providers ("AI Third-Party Providers"). Customer Data will not be used to train third-party foundation models.

8.2. Ownership and Customer Responsibility. Klaviyo and its licensors retain all ownership rights in and to the AI Features, including all algorithms and models. As between Customer and Klaviyo, and to the extent permitted by law, Customer (a) retains ownership of its Inputs and (b) owns all Outputs generated for its account. Klaviyo hereby assigns to Customer any rights it may have in such Outputs. This assignment does not transfer any rights in the underlying AI Features or models.

Customer is solely responsible for its Inputs and Outputs and for ensuring that reliance and use of the AI Features, including any Inputs or Outputs, complies with the terms of this Agreement, including the AUP, and all applicable laws, including avoiding Inputs that are illegal, infringing, deceptive or that could create reasonable foreseeable harm. Customer acknowledges that (i) Output may be inaccurate, unreliable, misleading, incomplete or inappropriate for Customer's particular context and Customer is solely responsible for independently reviewing and evaluating using human judgment and oversight any Output before use, reliance or

dissemination; and (ii) due to the nature of artificial intelligence, Outputs may not be unique across users, and identical or similar content may be generated for third parties.

8.3. Compliance with AI Regulations. Klaviyo provides AI Features designed to present only minimal or limited risk, including in accordance with Regulation (EU) 2024/1689 (the “EU AI Act”). The AI Features serve the limited intended purposes described in the Documentation and are not general-purpose or high-risk AI systems under the EU AI Act. Klaviyo implements technical and organizational safeguards before deploying any AI Features and may publish usage instructions in the Documentation. When relying on an AI Third-Party Provider, the safety controls of that provider also apply.

9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

9.1. Mutual Representations and Warranties. Klaviyo and Customer each represents and warrants that: (i) it has full corporate right, power, and authority to enter into this Agreement and (ii) the execution of this Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or is otherwise bound.

9.2. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has a legally sufficient privacy policy that is made available to end customers and prospects prior to their provision of any Customer Personal Data to Customer or Klaviyo; (ii) the Customer Data and use of the Customer Data (a) will not infringe, misappropriate, or otherwise violate the Intellectual Property Rights or other rights of any third party, (b) will not constitute defamation, invasion of privacy or publicity, or otherwise violate any similar rights of any third party, and (c) will not be used in any activity in violation of the law or to promote such activities, including, without limitation, in a manner that might be illegal or harmful to any person or entity; (iii) it will not distribute, share, or facilitate the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; and (iv) Customer will comply with and will at all times honor the terms and conditions of any on-line coupon or similar marketing offer, deal or advertisement to market Customer’s products and services offered or otherwise promoted via the Services.

9.3. Limited Warranty. Klaviyo warrants that the Services, when used in accordance with the terms of this Agreement, will perform substantially in accordance with the Documentation during the term of this Agreement. The foregoing warranty shall not apply to performance issues of the Services resulting from (i) content provided by or passed through Customer or third parties in connection with the Services (including Customer Data); (ii) Customer’s data structures, operating environment, equipment or other technology; (iii) the use or combination of the Services with any other software, services or hardware not supported by Klaviyo; (iv) causes external to the Services, such as problems with the hardware, network or other infrastructure with which the Services are used; (v) unauthorized or improper use of the

Services; or (vi) any modification of the Services by Customer or its Authorized Users. Provided that Customer promptly notifies Klaviyo in writing of any breach of the foregoing warranty during the term of this Agreement, Klaviyo shall, as Customer's sole and exclusive remedy, use commercially reasonable efforts to correct such non-conformance and if Klaviyo fails to remedy the non-conformity, Customer may terminate the Agreement.

9.4. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 9 ARE THE EXCLUSIVE WARRANTIES FROM KLAVIYO AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KLAVIYO DOES NOT MAKE ANY ADDITIONAL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICE (INCLUDING THE DOCUMENTATION AND OUTPUTS). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING THE FOREGOING, KLAVIYO DOES NOT WARRANT THAT THE SERVICES WILL (A) MEET CUSTOMER'S REQUIREMENTS, (B) OPERATE WITHOUT INTERRUPTION OR DOWNTIME, OR (C) BE ERROR-FREE. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS OR ADVERTISING OF KLAVIYO OR PRODUCT ROADMAPS IN OBTAINING SUBSCRIPTIONS FOR THE SERVICES.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KLAVIYO, ITS AFFILIATES, SUPPLIERS, NOR SUBCONTRACTORS SHALL BE LIABLE FOR: (A) ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES; OR (B) ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, DATA, BUSINESS, REVENUE, GOODWILL, VALUE, OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF KLAVIYO HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KLAVIYO'S TOTAL, CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

10.2. Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 10 shall survive and continue in full force and effect despite any failure of consideration

or of an exclusive remedy. The parties acknowledge that the Fees have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

11. CONFIDENTIALITY

11.1. Confidential Information. During the term of this Agreement, each party (the “**Disclosing Party**”) may provide the other party (the “**Receiving Party**”) with certain information regarding the Disclosing Party’s business, technology, products, or services, or other confidential or proprietary information (collectively, “**Confidential Information**”) in whatever form (written, oral or visual) that is furnished or made available to the Receiving Party by or on behalf of the Disclosing Party that (a) if in tangible form, the Disclosing Party has labeled in writing as proprietary or confidential, (b) if in oral or visual form, the Disclosing Party has identified as proprietary or confidential at the time of disclosure, or (c) is of a character that is commonly and reasonably regarded as confidential and/or proprietary. For the avoidance of doubt, the Services, Documentation, and all enhancements and improvements thereto, will be considered Confidential Information of Klaviyo.

11.2. Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except for exercising its rights and performing its obligations under this Agreement. The Receiving Party will limit access to the Confidential Information to its employees and contractors who have a need to know, who are subject to confidentiality obligations no less restrictive than those set forth herein and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and, upon request, the Receiving Party shall provide to the Disclosing Party written notice certifying compliance with this sentence, unless prohibited by applicable law.

11.3. Exceptions. The confidentiality obligations set forth in this section will not apply to any information that: (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) the Receiving Party can prove, by clear and convincing evidence, was already known to the Receiving Party without restriction at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information

to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly (to the extent legally permitted) notifies the Disclosing Party in writing of such required disclosure and reasonably cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11.4. Remedies. The Receiving Party acknowledges that the breach or threatened breach of this Section 11 may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party is entitled to seek injunctive relief in addition to any other remedy. If a court of competent jurisdiction finds that the Receiving Party has breached (or attempted or threatened to breach) any of the obligations set forth in this Section 11, the Receiving Party agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling its performance and restraining it from any further breaches (or attempted or threatened breaches).

12. INDEMNIFICATION

12.1. By Klaviyo. Klaviyo will defend at its expense any suit brought against Customer, and will pay any settlement Klaviyo makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services infringe or misappropriate any Intellectual Property Rights in the U.S., Canada, European Union member countries, the United Kingdom, Australia, or New Zealand. If any portion of the Services becomes, or in Klaviyo's opinion is likely to become, the subject of a claim of infringement, Klaviyo may, at Klaviyo's option: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Services to be non-infringing without materially impairing the functionality of the Services; or (c) terminate this Agreement and refund to Customer the pro-rated portion of any prepaid fees attributable to any unused Services, and upon such termination, Customer will immediately cease all use of the Services. Notwithstanding the foregoing, Klaviyo shall have no obligation under this Section or otherwise with respect to any infringement claim based upon (v) the Customer Data (w) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (x) any use of the Services in combination with other products, equipment, software or data not supplied by Klaviyo; (y) any modification of the Services by any person other than Klaviyo; (z) modification of the Services based upon specifications furnished by Customer (any of the foregoing circumstances under clauses (v) through (z) will be collectively referred to as a "Customer Indemnity Responsibility"). This Section 12.1 states the sole and exclusive remedy of Customer and the entire liability of Klaviyo, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for third party claims and actions described in this Section 12.1.

12.2. By Customer. Customer will indemnify, defend and hold Klaviyo, its officers, directors, affiliates, subsidiaries, licensors, agents and employees (each a “Klaviyo Party”) harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys’ fees and court costs arising out of or relating to: (a) a Customer Indemnity Responsibility; (b) Customer’s breach or alleged breach of any representation, warranty or obligation under the Agreement, or any violation of law; or (c) the use, transmission, access, disclosure, or other processing of Customer Data.

12.3. Procedure. The indemnifying party’s obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. Notwithstanding the foregoing, Klaviyo reserves the right at its own expense to participate in the defense and control of any matter subject to indemnification by Customer; provided, however, that if Klaviyo reasonably determines that Customer is unwilling or unable to defend Klaviyo or another indemnified party’s interests, then Klaviyo may assume the defense against any claims at Customer’s sole expense.

13. TERM AND TERMINATION

13.1. Term. These Terms of Service commence on Customer’s registration of an account, and continue until all Services subscriptions in all Service Orders have expired or have been terminated, and Customer’s account has been closed. Unless otherwise specified on an applicable Service Order, Customer’s subscription to the Services commences on Customer’s registration for an account, and shall continue in effect for the selected subscription term length (the “Initial Term”). Thereafter, and unless otherwise specified in a Service Order, each applicable Service Order shall automatically renew for successive subscription terms of the same length (each a “Renewal Term”), unless either party provides notice to the other party of its intention not to renew prior to expiration of the Initial Term or the then-current Renewal Term. A party must provide at least (i) five (5) days prior notice if on a monthly billing cycle, or (ii) thirty (30) days prior notice if on any other billing cycle. Notification of such non-renewal from Customer to Klaviyo must be provided as detailed in the Cancellation page on the Klaviyo website, which must be confirmed by Klaviyo. The Initial Term and all Renewal Terms will collectively be referred to as the “Term”.

13.2. Termination. Either party may terminate the Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach. Klaviyo may terminate this Agreement at any time without cause and without notice. In addition, Klaviyo may

terminate this Agreement upon notice to Customer if (a) Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors; (b) in the event of non-payment in accordance with Section 6; or (c) Customer is on a free-tiered account and such account is inactive for a period of twelve (12) months or more. Upon termination, Customer shall not be entitled to any refund of any Fees previously paid to Klaviyo for Services except in the event Klaviyo terminates without cause or Customer terminates due to Klaviyo's uncured material breach, in which case Customer may be entitled to a pro-rata refund of any pre-paid and unused Fees advanced to Klaviyo.

13.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate (except that all payment obligations accrued prior to termination or expiration shall survive); and (b) each party shall comply with the obligations to return or destroy all Confidential Information of the other party, as set forth in Section 11.2. Additionally, Klaviyo shall have no obligation to retain any Customer Data after any termination or expiration of this Agreement and may delete all Customer Data, unless required by applicable law. All liabilities accrued under this Agreement prior to the effective date of termination and the following Sections will survive expiration or termination of this Agreement for any reason: 1 (Definitions), 2 (Modification of the Agreement), 4.3 (Suspension, Limitation and Termination of Access), 5 (Intellectual Property), 6 (Fees and Expenses; Payments), 8 (AI Features), 9.4 (Disclaimer), 10 (Limitation of Liability), 11 (Confidentiality), 12 (Indemnification), 13.3 (Effect of Termination) and 14 (Miscellaneous).

14. MISCELLANEOUS

14.1. Marketing. Customer agrees that Klaviyo may refer to Customer by name, logo and trademark in Klaviyo's marketing materials and website. Customer acknowledges and agrees that Klaviyo does not certify or endorse, and has no obligation to certify or endorse, any of Customer's products, services, or content.

14.2. Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Boston, Massachusetts for any lawsuit arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer may not bring any suit or action against Klaviyo for any reason whatsoever more than one (1) year after the cause of action accrued.

14.3. Export. Customer represents and warrants that it is not named on any government list of prohibited or restricted parties, maintained by the United States, the European Union, or any other relevant jurisdiction, nor is it owned or controlled by or acting on behalf of any such parties. Customer agrees that it will not access or use the Service or Documentation in any manner that would cause any party to violate any U.S. or international embargoes, economic sanctions, or export controls laws or regulations. Customer agrees not to export, re-export, or transfer, directly or indirectly, any software, technology or information forming a part of the Services or the Documentation in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction.

14.4. Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.5. Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6. No Assignment. Customer may not assign its rights or delegate any obligations hereunder without the express prior written consent of Klaviyo. Any assignment by Customer without the prior written consent of Klaviyo shall be null and void. Klaviyo may assign its rights or obligations hereunder without notice or consent; provided, however, that the Services shall continue to operate as specified in this Agreement. This Agreement shall inure to the benefit of each party's permitted successors and assigns.

14.7. Force Majeure. Without limiting any other provision in the Agreement, Klaviyo, or any Klaviyo Party, is not responsible or liable to any Customer for delay or failure to perform its obligations hereunder in the event that any of Klaviyo or Klaviyo Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Klaviyo Party (as determined by such party in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

14.8. Independent Contractors. Each party's relationship to the other party is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will

have, and will not represent to any third party that it has, any authority to act on behalf of the other.

14.9. Third-Party Beneficiaries. There are no third-party beneficiaries under the Agreement.

14.10. Notices. Where Klaviyo requires Customer to provide an email address, Customer is responsible for providing Klaviyo with its most current email address. In the event that the last email address provided to Klaviyo is not valid, or for any reason is not capable of delivering to Customer any notices required or permitted by the Agreement, Klaviyo's dispatch of the email containing such notice will nonetheless constitute effective notice. Customer may give notice to Klaviyo at the following email address: legal@klaviyo.com. Notice shall be deemed to have been duly given on the first business day following successful email transmission to Klaviyo.

14.11. Pre-GA Versions. From time to time, Klaviyo may make Pre-GA Versions available to Customer subject to a non-transferable, non-sublicensable, non-exclusive, revocable right to access for testing and evaluation purposes, and Customer may choose to try such Pre-GA Versions in its sole discretion and at its sole risk. Notwithstanding anything to the contrary in this Agreement, (i) Klaviyo provides the Pre-GA Versions on an AS-IS basis without any warranty, and Klaviyo disclaims all express or implied warranties to the maximum extent permitted by applicable law; (ii) Klaviyo has no obligation to provide support for Pre-GA Versions; and (ii) Customer acknowledges that the Pre-GA Versions may not be reliable, and Klaviyo shall not be liable for any damages arising from the use or inability to use the Pre-GA Versions. Customer's use of the Pre-GA Versions is subject to Service use restrictions in the Agreement, including Section 3.2. Customer will provide Klaviyo with feedback on the Pre-GA Versions upon request. Klaviyo may unilaterally modify or discontinue the Pre-GA Versions at any time without notice or liability to Customer (or not release commercially), and any final commercial versions may be subject to the payment of additional fees.

14.12. Entire Agreement and Order of Precedence. The applicable Service Order, Data Processing Agreement, Acceptable Use Policy, these Terms of Service and API Terms of Use constitute the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. In the event of a conflict, the Agreement documents shall govern in the order of precedence stated in the preceding sentence. For clarity, the API Terms of Use separately apply to Customer's access to and/or use of Klaviyo's APIs and API documentation. Any terms and conditions that may be contained in any acknowledgement, invoice, purchase order or other Customer-provided form are specifically null and void. Except as otherwise set forth in the Agreement, no modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and Klaviyo.

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