

# Product-Specific Terms

## Trello-specific terms

*Effective starting: November 1, 2018*

Your use of Trello is subject to the terms of the Atlassian [Cloud Terms of Service](#) (the “Agreement”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

“Trello” means the software-as-a-service solution (including the corresponding mobile, desktop or other application(s)) currently branded as “Trello” and made available by Trello, Inc. PLEASE NOTE THAT IF YOU CREATE A PAID TEAM OR ARE LISTED AS AN ADMINISTRATOR FOR A PAID TEAM, AND YOU USE AN EMAIL ADDRESS OWNED OR CONTROLLED BY YOUR EMPLOYER OR ANOTHER ENTITY AS YOUR PRIMARY OR SOLE EMAIL ADDRESS FOR THAT TRELLO ACCOUNT, THEN (X) YOU WILL BE DEEMED TO HAVE REPRESENTED SUCH PARTY, (Y) YOUR CLICK TO ACCEPT WILL BE DEEMED TO HAVE BOUND YOUR EMPLOYER OR THAT ENTITY TO THE AGREEMENT AND THESE TRELLO-SPECIFIC TERMS, AND (Z) THE WORD “YOU” IN THE AGREEMENT AND THESE TRELLO-SPECIFIC TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY. For purposes of defining “you” under these Trello-specific terms, the last sentence of the first paragraph of the Agreement does not otherwise apply.

**1. Privacy and Membership Settings.** Trello lets you work more collaboratively and get more done. Trello’s boards, lists, and cards enable you to organize and prioritize your projects in a fun, flexible and rewarding way. Through Trello, you and your End Users, as applicable, are responsible for configuring the privacy and membership settings for your boards, lists and cards, such as user permissions and whether boards and Your Data on such boards are private, team-only or public.

**2. Public Information.** YOU ACKNOWLEDGE THAT ALL USER PROFILES AND ANY INFORMATION INCLUDED WITHIN SUCH PROFILES (E.G., A USER’S FULL NAME, USERNAME, AVATAR AND BIO) ARE PUBLIC. YOU FURTHER ACKNOWLEDGE THAT SWITCHING A BOARD TO “PUBLIC” WILL MAKE SUCH BOARD PUBLICLY AVAILABLE AND SEARCHABLE (E.G., INDEXED BY GOOGLE), AND THAT ANY ACTIVITY A USER HAS HAD ON ANY PUBLIC BOARD (INCLUDING YOUR DATA ON THEM) MAY BE VIEWED BY ANYONE. We have no liability for how others may access or use Your Data as a result of privacy and membership settings or your or your End Users’ decision to post Your Data on non-private boards, lists or cards.

**3. Free Accounts on Trello.** For clarity, the Subscription Term for free Trello accounts continues until the applicable account is terminated. Free Trello accounts are No-Charge Products. Similarly, visitors to public Trello boards are deemed to be using No-Charge Products and are subject to the terms and conditions applicable to No-Charge Products.

**4. Account Activity.** We may make boards “private” where we reasonably believe content on such boards violates our [Acceptable Use Policy](#) to address the circumstances described in Section 5.5 of the Agreement or otherwise pursuant to Our Policies, in addition to our rights to remove Your Data and suspend access to Trello as set forth in the Agreement. We reserve the right to create limits on use and storage at our sole discretion at any time with or without notice for free Trello accounts. In the event of termination of your account, we may also withdraw and, at our discretion, reallocate the public web address of your account. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

**5. Migration.** If you are upgrading from a free Trello account to a paid plan, you may be required to follow additional migration steps, as described in the [Trello Usage Guides](#).

**6. Security.** Information about our security practices as they relate to paid Trello plans is described in the [Operations and Security Guide](#).

**7. Power-Ups.** The following terms apply in place of Section 6.2 of the Agreement for purposes of these Trello-specific terms:

a. From time to time, we may make available or provide links to optional “Power-Ups”, tools and other features or services that can be enabled by you for use with Trello (“**Power-Ups**”). Power-Ups may be developed by third parties (“**Third Party Power-Ups**”) or by us (“**Trello Power-Ups**”). There may be limits on the number of Power-Ups you can use based on your applicable plan.

b. Any receipt or use by you of Third Party Power-Ups (and the third parties' use of any of Your Data) is subject to such third party's terms and policies or any other applicable agreement you may have with such third party (including any applicable usage restrictions). Third Party Power-Ups are not Cloud Products and are otherwise "third party products or services" for purposes of Section 6.1 of the Agreement. Use of any Trello Power-Ups is subject to the same terms as for No-Charge Products in Section 14 of the Agreement, without limiting Trello's ability to charge for Trello Power-Ups in the future. Trello or the third-party provider of a Power-Up may update, modify or remove the Power-Up at any time at their sole discretion. Trello does not make any promises or guarantees about future availability or functionality of Power-Ups.

c. When enabled, Power-Ups may access Your Data, as further described in the [Trello Privacy Policy](#). For a number of Power-Ups, you will need a subscription to the third-party product or service integrated with Trello. Certain third-party providers of Power-Ups may also charge fees to enable Third Party Power-Ups.

d. From time to time, we may promote certain Power-Ups as “Taco's Picks”, based on popularity in the Trello community or positive user reviews. Promoting a Power-Up as a “Taco's Pick” does not mean we endorse that particular Power-Up or make any warranties or guarantees about how the Power-Up will perform.

**8. Trello-Specific Policies and Documentation.** For purposes of these Trello-specific terms:

a. all references to the “Support Policy” mean the “Incident and Response” terms of the [Trello Operations and Security Guide](#) as applicable to your paid plan. Support levels are not separately described in Orders for Trello, and the [Enterprise Support and Services Policy](#) does not apply to Trello, at this time;

b. all references to the “Privacy Policy” mean the [Trello Privacy Policy](#);

c. all references to “Documentation” mean the [Trello Usage Guides](#);

d. all references to “Acceptable Use Policy” also include any other Trello usage or community guidelines issued on [www.trello.com/trust](http://www.trello.com/trust); and

e. all references to the “Atlassian Developer Terms” mean the [Trello Developer Terms](#).

**9. Notices.** For purposes of these Trello-specific terms, the address in Section 26.1 of the Agreement shall be deemed to be the following: Trello, Inc., 55 Broadway, 25th Floor, New York, NY 10006, Attn: Legal Department. The email address for Trello support is [support@trello.com](mailto:support@trello.com). The email address for Trello for purposes of Section 21 of the Agreement is [nomarketing@trello.com](mailto:nomarketing@trello.com).

## Statuspage-specific terms

*Effective starting: November 1, 2018*

Your use of Statuspage is subject to the terms of the Atlassian [Cloud Terms of Service](#) (the “**Agreement**”) as well as the

following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement or on the Statuspage [Scope of Use and Definitions Page](#).

**1. Status Pages and Scope of Use.** Statuspage enables you to create “**Status Pages**,” which are pages hosted by us that display both current and historical status and uptime information of your products and services, while also allowing Statuspage End Users to subscribe to status notifications. There are multiple types of Status Pages, each of which has different parameters for defining your scope of use, as further described on the Statuspage [Scope of Use and Definitions Page](#).

**2. Status Page Configuration and Attribution.** You may be permitted to configure your Status Pages by including your company name, brand, logo or other trademark as well as images and other look-and-feel elements and any links/permissions required in connection with collection of your Statuspage End Users’ information or acknowledgment that the Statuspage End Users are subscribing to status notifications (collectively, “**Your Configurations**”). You are responsible for Your Configurations as “Your Data” under the Agreement. You agree not to remove, disable, or obscure the “Powered by Statuspage” hyperlink or any other attribution we designate on your Status Pages, unless we expressly permit you to do so in writing.

**3. Collection of Subscriber Information.** Statuspage allows you to collect information from your Statuspage End Users (including Statuspage End User email addresses and phone numbers) in order to send Statuspage End Users status notifications. Any information collected about your Statuspage End Users is deemed “Your Data” under the Agreement, and as such must be collected in accordance with your applicable privacy policies. As such, the [User Notice](#) does not govern Statuspage End Users’ access or use of Statuspage.

**4. Information on Public Status Pages.** Any information that is displayed on a Public Status Page is available to the public. As such, you agree that any such information is not your Confidential Information under the Agreement and you have no expectation of privacy or confidentiality with respect to such information. Further, you agree that we may collect, copy, use, store, modify or otherwise creative derivative works of, publicly perform or display, or distribute any information displayed on a Public Status Page.

**5. Cancellations.** In order to cancel your Statuspage account (in accordance with Section 9.2 of the Agreement), please send notification of cancellation to [hi@statuspage.io](mailto:hi@statuspage.io).

**6. Support.** Notwithstanding Section 3.2 of the Agreement, support for Statuspage is set forth on the [Statuspage Customer Support page](#).

**7. Delivery.** Notwithstanding Section 9.5 of the Agreement, a Statuspage subscription will be activated once we have received a fully executed Order or payment of all applicable fees.

## Bitbucket Cloud-specific terms

*Effective starting: November 1, 2018*

Your use of Bitbucket Cloud is subject to the terms of the Atlassian [Cloud Terms of Service](#) (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

**1. Repositories.** Data that you upload to Bitbucket Cloud are stored in “repositories.” You designate whether the repositories are public (meaning that anyone coming to the Bitbucket website can view them) or private (meaning that access to those repositories will be limited to those who have permission to access the repositories). For each public repository that you maintain, you must indicate the license under which you are making the contents of the repository available to others, as well as the license under which you will accept contributions to your repository.

**2. Storage Rules.** The Bitbucket Cloud documentation sets forth pre-defined storage limits on Your Data in Bitbucket Cloud. We enforce those parameters to ensure that you do not use Bitbucket Cloud in a way that consumes a disproportionate amount of system resources (CPU's, memory, disk space, bandwidth, etc.) or that would adversely impact the performance or operation of Bitbucket Cloud for other Bitbucket Cloud users. Similarly, since Bitbucket Cloud is designed to be used as a source code repository, we reserve the right to remove any other content (such as music or video), particularly if the content is consuming a disproportionate amount of storage. Please note that, since we do not maintain access to your repositories, any removal of Your Data under Section 5.5 (Removals and Suspension) of the Agreement means removal of the entire repository in which the offending data resides, not just the offending portions.

**3. Accessing Repositories.** If you are accessing code in someone else's repository, you should carefully read all the licenses applicable to that repository before using or contributing any code. YOU ACKNOWLEDGE THAT ALL CODE MADE AVAILABLE THROUGH BITBUCKET CLOUD IS THE RESPONSIBILITY OF THE ACCOUNT OWNER CONTROLLING THE PARTICULAR REPOSITORY. WE ARE NOT THE LICENSOR OF ANY THIRD PARTY CODE MADE AVAILABLE THROUGH BITBUCKET CLOUD AND TAKE NO RESPONSIBILITY FOR SUCH CODE.

**4. Granting Permissions.** Be careful about granting permissions to your repositories. Once you grant such permissions, we will not be able to prevent those users from taking the actions allowed under those permissions, even if you don't approve of those actions. Be especially careful about granting administrative access to your repositories, as some of those actions may be irreversible. For example, if you grant someone permission that allows them to move content in your repository to another account, we will not be able to reach into that other user's account without their permission to recover the data, as we are not in a position to arbitrate disputes among our users. In that case, your only recourse may be requesting a takedown under our policy regarding [Reporting Copyright and Trademark Violations](#) or pursuing legal action against the other user directly.

## HipChat-specific terms

*Effective starting: November 1, 2018*

Your use of HipChat is subject to the terms of the Atlassian [Software License Agreement](#) or [Cloud Terms of Service](#) (as applicable, the "Agreement") as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

**1. Responsibility for User Content.** Your administrators may have the ability to access, monitor, use, or disclose data available to HipChat users within the users' HipChat accounts (including chats, chat history, and file attachments). You will obtain and maintain all required consents from your HipChat users to allow: (a) you to access, monitor, use, and disclose this data, (b) us to provide you with the ability to do so, and (c) us to provide the HipChat service to you.

**2. Chat History.** By using HipChat Cloud, you consent to the storage of your chat history by us. Your chat history is saved as the default option. You may change your options through the product.

## Opsgenie-specific terms

*Effective starting: October 1, 2018*

<https://www.opsgenie.com/tos>