

Terms | Backblaze Online Backup

Backblaze Terms of Service

Last updated: February 12, 2020

Welcome to Backblaze! Thank you for using our service. We're glad you're here.

These Terms of Service ("Terms") apply to your use of Backblaze's website, products, and services. Please read them carefully and let us know if you have any questions.

By using Backblaze, you agree to be bound by these Terms. If you're using Backblaze on behalf of an organization, you agree to these Terms on behalf of that organization.

Content

All content on Backblaze is protected by intellectual property laws. You'll find a few different types of content on our service.

Your Files

You can back up, host, store, and share your own files on Backblaze. The materials you upload to Backblaze are yours and yours alone. You give us permission to use that material solely to do what's necessary to provide our services, including storing, displaying, reproducing, and distributing those materials.

We don't sell the files you store with us to third parties, and we don't use them for advertising purposes. We can disclose your files only in the limited circumstances described in our [Privacy Notice](#).

You're solely responsible for the files you upload to Backblaze and assume all risks associated with them, including intellectual property or other legal claims. By storing files with Backblaze, you represent that you have the necessary rights to that material, and that doing so doesn't conflict with any licenses you've granted to others.

Our services will allow you to share your files with others. Please be careful about what files you choose to share. Backblaze doesn't actively monitor the files you upload, download or share. However, we have the right to remove files you store with Backblaze for any reason (such as copyright infringement, we learn the material is patently unlawful, we learn the material is malware or supports the distribution of malware, etc.) We assume no liability for any content that you or anyone else stores with Backblaze.

Backblaze's Content and Brand Features

Backblaze is protected by copyright, trademark, and other laws. Backblaze gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software we provide you to use our service. This license is for the sole purpose of enabling you to use Backblaze as permitted by these Terms. If you violate these Terms, we may terminate this license.

All rights to Backblaze —except third-party content—are the exclusive property of Backblaze and its licensors. Nothing in these Terms authorizes you to use any of Backblaze trademarks, logos, domain names, or other distinctive brand features except as otherwise permitted by law.

Prohibited Activities

Backblaze strives to maintain a great service. To that end, we require you to respect these limitations, and we may terminate your account if you don't follow them.

Don't use Backblaze in a manner that violates any laws, regulations, ordinances, or directives.

Don't use Backblaze contrary to our policies.

Don't use Backblaze to do anything threatening, abusive, harassing, defamatory, tortious, or invasive of another person's privacy.

Don't use Backblaze to store or host files in support of malware, phishing, spam, and similar activities

Don't interfere with the proper functioning of any software, hardware, or equipment on Backblaze.

Don't engage in any conduct that inhibits anyone else's use or enjoyment of our services, or which we determine may harm Backblaze or our users.

Don't monitor or copy any material on Backblaze, either manually or through automated means (i.e., scraping), without prior written consent.

Our Rights

We're always working to improve Backblaze and make our services better, so we do reserve some rights. In our sole discretion, we may, at any time—with or without notice—change, eliminate or restrict access to our services, and modify, suspend, or terminate a user account. If you stop paying for our service, we reserve the right to terminate your account and delete your data. Backblaze is not liable for any damages as a result of these actions.

Other Sites and Services

Backblaze may contain links to websites, services, and advertisements that we neither own nor control. We don't endorse or assume responsibility for any third-party sites, information, materials, products, or services.

Privacy

Our [Privacy Policy](#) and [Data Processing Agreement](#) governs our collection and use of your personal information. Please review those provisions, too.

Security

We take the security of Backblaze very seriously. For more information about our security measures, see our [Privacy Policy](#).

Phone & SMS

You will receive messages to verify your phone number and authenticate your login (if you choose that option.) Messages will come from 89722 to customers with U.S. numbers and from 10-digit numbers to customers with international numbers or in response to requests to resend the code. Message & data rates may apply. Reply to the message with **HELP** for help or **STOP** to cancel. Supported carriers include AT&T, Boost Mobile, T-Mobile, Metro PCS, Verizon Wireless, Sprint, U.S. Cellular, Nextel, Virgin Mobile, and others.

Children

Backblaze is only for users 13 years old and older. If we become aware that a child under 13 has created an account, we will terminate that account.

Copyright

Backblaze's copyright policy complies with the Digital Millennium Copyright Act. For more information, see our [Copyright Policy](#).

Paid Accounts

See additional terms related to [Payments and Refunds](#).

Using Backblaze in an Organization

If you set up Backblaze for a business, organization, or other group, you must operate your account consistent with your group's policies. If you are using a Backblaze service set up by a group administrator, that administrator may be able to access, restrict, terminate, or remove information from your Backblaze account.

Account Creation and Access

When you create a Backblaze account you will be required to set your account credentials – an email address and a password that you choose. You may optionally configure a second factor on your account, such as SMS messaging, a Private Encryption Key for your computer backup, or backup codes. You are responsible for accurately maintaining your account credentials, including the devices, keys, codes, etc. used for the second factor if you choose to use one.

To log in to your account and access your files you will be required to provide valid account credentials, including any second factor you had previously configured. Backblaze is under no obligation to provide you access to your account or your files if you are unable to provide the appropriate account credentials including any second factor you have configured.

Service Cancellation and Account Deletion

You can cancel your Backblaze service and then delete your Backblaze account any time you'd like by simply signing in to your Account. To cancel your Backblaze service, you will be required to log in to your account and delete all of your files stored on our system. For help, [see our knowledgebase article](#).

When you cancel your Backblaze service, we will no longer bill you for the Backblaze account you have cancelled, except for past due amounts. Your cancelled account information will remain accessible unless you delete your account. When you delete your account, your account information (email address, for example) will be removed from our active system and you will no longer be able to access your account.

Disclaimers

Backblaze is provided "as is" without any warranties, express or implied. Backblaze disclaims all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement. (Some states don't allow these disclaimers, so this provision might not apply to you.)

Limitation of Liability

To the fullest extent allowed by law, Backblaze shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or

indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (A) your access to, use of, inability to access, or inability to use Backblaze; (B) any third party conduct or content on Backblaze, including any defamatory, offensive, or illegal conduct of third parties; or (C) any unauthorized access, use, or alteration of your content.

(Some states don't allow these limitations, so this provision might not apply to you.)

Arbitration and Opt Out

We'd like to resolve any disputes fairly and quickly. Toward that end, if you have any issue with Backblaze, please contact us and we'll work with you in good faith to try to resolve the matter.

If we can't solve the dispute informally, and if you are a resident of or have your principal place of business in the United States or Canada, you and Backblaze agree to resolve any claim against each other through final and binding arbitration, including claims against Backblaze affiliates, officers, directors, employees and agents, and Backblaze affiliates' officers, directors, employees and agents.

You and Backblaze agree to submit the dispute to a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association (AAA) including the Optional Rules for Emergency Measures of Protection and the Supplementary Procedures for Consumer-Related Disputes, or, by separate mutual agreement, to another arbitration institution. The AAA's rules and a description of the arbitration process are available at www.adr.org. The location of the arbitration and the allocation of fees and costs shall be determined under the AAA rules, except that Backblaze will reimburse you for all AAA administrative fees in disputes that are subject to the Supplementary Procedures for Consumer-Related Disputes, unless the arbitrator determines that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. However, if your claim for damages does not exceed \$75,000, Backblaze will pay for all reasonable filing, administrative, and arbitrator fees, as long as the arbitrator determines that your claim is non-frivolous. If you win an arbitration award that's more generous than any offer we made to settle the dispute, Backblaze will pay you \$1,500 on top of the award. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The Federal Arbitration Act governs all disputes between you and Backblaze. The arbitrator will decide whether a dispute can be arbitrated.

If you opt out of the arbitration agreement (as provided below), or if the arbitration agreement is found to be unenforceable, or if you neither are a resident nor have a principal place of business in the United States or Canada, you agree to resolve any claim you have with Backblaze exclusively in a state

or federal court located in the City and County of San Francisco, California, and to submit to the personal jurisdiction of the courts located in the City and County of San Francisco, California for purpose of litigating all such disputes.

Nothing shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the services.

To the extent permitted by law, you agree to file any claim you may have against Backblaze within one year after such claim arose. Otherwise, your claim is permanently barred.

Class Action and Trial Waiver

You and Backblaze agree that each party may bring disputes against the other only in an individual capacity and not on behalf of any class of people. You and Backblaze agree not to participate in a class action, a class-wide arbitration, claims brought in a representative capacity, or consolidated claims involving another person's account. You and Backblaze agree not to combine a claim subject to arbitration under this agreement with a claim that is not eligible for arbitration under this agreement. You and Backblaze agree to waive the right to a trial by jury for all disputes.

Your Right to Opt Out of Arbitration

You may opt out of the agreement to arbitrate. If you do so, neither you nor Backblaze can require the other to participate in an arbitration proceeding. To opt out, you must notify Backblaze within 90 days of the date that you first agreed to these Terms. To opt out by mail, send your written opt-out notice to this address:

Backblaze, Inc.
c/o Arbitration Opt-Out
500 Ben Franklin Ct
San Mateo, CA 94401

Your written opt-out notice must include (1) your name and residence address; (2) the email address associated with your account; (3) a clear statement that you want to opt out of this arbitration agreement; (4) date sent, and (5) your signature.

Alternatively, you can opt out online by fully sending an email with the above information to: legal@backblaze.com.

Indemnification

You agree to indemnify, defend, and hold harmless Backblaze from and against all liabilities,

damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Backblaze and its affiliates regarding (a) files stored with us by you or your users, (b) your domains, or (c) your or your users' use of Backblaze in violation of these terms.

Governing Law and Jurisdiction

These Terms will be governed by the laws of the State of California, except for its conflict of laws principles.

For claims that aren't subject to arbitration, we each agree to submit to the personal jurisdiction of a state court located in San Francisco County, California or in the United States District Court for the Northern District of California.

Entire Agreement

These Terms, our [Privacy Policy](#), and our [Payment and Refunds page](#) constitute the entire agreement between you and Backblaze. If any provision of these Terms is found to be unenforceable, the remaining provisions of these Terms will remain in full force and effect.

No Waiver

No waiver of any provision of these Terms shall be a further or continuing waiver of that term. Backblaze's failure to assert any right or provision under these Terms does not constitute a waiver of that right or provision.

Modification

The Terms may be modified from time to time. The date of the most recent revisions will always be at <http://www.backblaze.com/terms>. If we make changes that we believe will substantially alter your rights, we will notify you. If you continue to use Backblaze after modifications of the Terms, by doing so you agree to accept such modifications.

Contact

We welcome all questions, concerns, and feedback you might have about these terms. If you have suggestions for us, let us know at legal@backblaze.com.

Previous Version(s):

[April 5, 2016](#)

