



Terms of Service

Last Updated June 1, 2026

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Confidentiality; Proprietary Rights

Subject to these Terms of Service (this "**Agreement**"), Vercel Inc. ("**Vercel**", "**we**", "**us**" and/or "**our**") provides access to Vercel's Services. "**Services**" means, collectively, any products or services made available by Vercel or its affiliates; provided that, your use of certain Services requires acceptance of additional terms as set forth in [Schedule I](#) hereto; and provided further, that, for the avoidance of doubt, any software that we provide exclusively under open source licenses (including, without limitation, Next.js) are not covered by this Agreement. By using or accessing the Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement.

If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the term "you" shall refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the Services.

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION CLAUSE AND CLASS ACTION WAIVER SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU (A) TO RESOLVE DISPUTES WITH VERCEL THROUGH FINAL AND BINDING ARBITRATION AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS AS SET FORTH BELOW. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS MUTUAL ARBITRATION CLAUSE AND CLASS ACTION WAIVER AS EXPLAINED BY THIS AGREEMENT.

1. Age and Eligibility

You certify that you are a person at least 16 years of age. Services may only be used or accessed through an electronic device controlled by you at all times. A valid Vercel account may only be created and maintained if you provide valid information in the signup process, and you regularly update such information to assure its accuracy. You shall be responsible for maintaining the confidentiality of login information associated with your account. Each user must have unique login credentials that must not be shared by multiple users. You are responsible for all activities that occur under your account.

2. Temporary Use License

During the period for which you are authorized to use the Services, and subject to your compliance with the terms of this Agreement, you are granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license, to use the Services for your internal business or personal purposes according to the service capacity of your account. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Vercel or any third-party is granted to you in connection with the Services.

3. Your Content

You are solely responsible for all software, code, data, information, feedback, suggestions, text, input, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "**submit(ting)**") in connection with or relating to the Services ("**Your Content**"). You are responsible for maintaining the confidentiality of usernames and passwords associated with your account and for all activities that occur under your account. Vercel reserves the right to access your account in order to respond to your requests for technical support.

By submitting Your Content on or through the Services, you grant Vercel a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, modify, adapt, reproduce, distribute, display, publish, store, perform, and create derivatives of Your Content to provide and improve the Services, develop new products and services, secure and protect the Services and third parties from fraud, abuse, malware, malicious files or content, viruses and the like.

In addition, if you are on a Hobby plan or trial Pro plan, you agree that we may use Your Content to train our artificial intelligence ("**AI**") and machine learning models, and we may share Your Content with third parties for the purpose of developing and improving their products, including training and improving their AI and machine learning models (collectively, "**Model Training**"). If you are on a paid Pro plan, Model Training is not enabled by default and you may opt in to Model Training. You may opt-out of Model Training at any time by adjusting your Team account settings or by upgrading to an Enterprise plan.

We may remove or disable any of Your Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third-parties or authorities relating to Your Content), or for no reason at all; provided, that if you are a user of our Services in the European Economic Area (i) we will remove or disable Your Content or impose restrictions on your use of the Services in accordance with applicable laws including if it is illegal content, infringes the rights of third parties, or breaches this Agreement; (ii) if we remove, block or restrict your use of the Services or Your Content, you, and any third party that may have informed us about your use of the Services or Your Content, may contact us about our

decision at <https://vercel.com/help> and we will review and consider your message with a view to promptly resolving any complaint and, if appropriate, we will explain any options you have to request another review.

4. Hobby Plan

We offer a free Hobby plan at our sole discretion. The Hobby plan is subject to all provisions of these Terms of Service, unless expressly stated otherwise. You shall only use the Services under a Hobby plan for your personal or non-commercial use. We may change the features, limitations, or other conditions applicable to the Hobby plan or discontinue offering the Hobby plan at any time. We reserve the right to disable or remove any Project or website deployment on the Hobby plan with or without notice at our sole discretion. We may shut down and terminate projects or deployments using the Hobby plan without notice for any reason or no reason. We may shut down affected projects or deployments on the Hobby plan in case of any delays or performance problems including, without limitation, those caused by a malicious attack on a project or deployment.

5. Teams and Projects

You are able to create or join a team consisting of one or more other Vercel users ("**authorized users**") of the Services (a "**Team**"). A Team owner may manage or enable authorized users to collaborate on a project (a "**Project**"). If you are invited to a Team or a Project, Your Content created in that Team or Project may be shared with that Team and may be accessed, modified, claimed ownership of, or deleted by the Team owner or administrator. If you sign up for Vercel with an email address provisioned or email domain verified by a Team (e.g., your work or organizational email) (a) other participants on the Team may be able to view information about any Project you create or for which you are an administrator, member, or guest, including the identities of Project members and guests, and Your Content; and (b) the owner of that Team may add your email address to that Team, and remove that email address from any personal account using that email address. The owner or administrator of the Team will have the ability to manage your Project, including to claim control and ownership of any Project you create or for which you are an administrator or remove you from any Project for which you are a member.

6. AI Functionality and Third Party Tools

Services may include products and features that use AI capabilities, allow you to host or deploy AI capabilities, and facilitate access to AI providers and their models (collectively, "**AI Functionality**"). Where the AI Functionality is capable of taking autonomous actions, including through directly interacting with one or more connected third party applications or systems, your settings determine the level of autonomous actions the AI Functionality may take on your behalf. You are responsible for configuring appropriate settings, permissions, confirmation processes and other safeguards for the AI Functionality and you must monitor those settings to ensure they meet your compliance, security and other needs. You authorize and agree to be legally bound by the actions taken on your behalf by the AI Functionality in accordance with your settings.

You are responsible for evaluating and monitoring the actions and output of the AI Functionality for correctness and appropriateness for your use case, including human review as appropriate or legally required.

If you enable (a) your own or third party's AI powered tools, agents, or similar technologies, (b) your own or third party AI, or (c) third party services ("**Third Party Tools**") to access the Services (e.g., without limitation, giving Third Party Tools your secrets, credentials, or access to your code repository), you authorize and agree to be legally bound by the actions taken on your behalf by those Third Party Tools. You agree that you are responsible for any costs incurred through the Third Party Tools' use of the Services. You agree that your Third Party Tools constitute an "electronic agent" or equivalent concept as defined in the Uniform Electronic Transactions Act (UETA) and other similar laws.

Vercel is not responsible for any loss, damage, liability or other consequence arising from actions taken on your behalf by any Third Party Tools or AI Functionality.

7. Acceptable Use

Your use of the Services (which include, for the purposes of this Section 7, participation in the Vercel Community or similar discussion forums, if applicable) must comply with Vercel's [Acceptable Use Policy](#), which is incorporated by reference.

8. Etiquette

Although Vercel has no obligation to monitor your use of the Services, Vercel may do so by using tools that detect patterns of abuse of Services, and investigating thereafter. Based on the outcome of these investigations, Vercel may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

9. Security and Compliance

9.1 General

You shall configure Your Content, including any of your projects or deployments, such that the transmission, storage, or use in any way will not expose personal data or personal information without proper consent from individuals as determined by applicable law. You shall configure the Services in accordance with the Documentation and properly implement encryption as set forth in the Documentation. Vercel implements regular backups of Your Content and you shall also maintain its own backups of Your Content. Vercel will have no liability to you for any unauthorized access or use of any of Your Content or any corruption, deletion, destruction or loss of any Your Content to the extent that is attributable, in whole or in part, to your misconfigurations or an insecurity in your website or project, malware or malicious content in your website, Your Content or project. If any actual or suspected security incident, vulnerabilities, violations of this Section 9, or issue related to the Services are identified, you shall immediately report it to security@vercel.com.

9.2 PCI Compliance

Vercel is not a payment processor. To the extent that Your Content or Account Information (as defined below) is subject to the Payment Card Industry Data Security Standards (PCI DSS), you acknowledge that you are responsible for maintaining and monitoring compliance with PCI DSS requirements as prescribed by the PCI Security Standards Council as may be amended from time to time. You agree to comply with Vercel's Documentation on appropriate implementation of the Services for processing payments.

9.3 HIPAA Compliance

You shall not use the Services to host any Protected Health Information or information that is subject to the Health Insurance Portability and Accountability Act (HIPAA), unless you first obtain Vercel's prior written approval.

10. Data Protection

10.1 Vercel's Role

We will process the personal information in Your Content, Account Information, and System Data as a data controller or data processor in accordance with Vercel's [Data Processing Addendum](#) ("DPA"), which is incorporated by reference, and our [Privacy Policy](#) as applicable.

10.2 Use of Your Account Information

When signing up for and using Vercel, you provide personal data to Vercel in connection with creating and administering your account (collectively, "**Account Information**"). You own and retain all right, title and interest in and to Account Information. Vercel may use and disclose Account Information to provide and improve the Services to you, develop new products and services, secure and protect the Services and third parties from fraud, abuse, illegal activities, abuse, malware, malicious files or content, viruses and the like.

10.3 Data Security

Vercel will implement and maintain reasonable information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorized access to or use or disclosure of the Services or any Account Information.

10.4 System Data

Vercel may collect, and retains all right, title and interest in and to, data or information created, analyzed, generated, or derived in connection with the provision, use, and performance of the Services and related systems and technologies, including traffic data, telemetry, logs generated from the Services, and usage statistics (collectively, "**System Data**," which in all cases excludes Account Information). Vercel may (during and after the term of this Agreement) (i) use System Data for any business purposes in its sole discretion, and (ii) disclose such data solely in aggregate or de-identified form in connection with its business.

11. Usage Restrictions

You will not, directly or indirectly: (i) sublicense, resell, rent, lease, transfer, assign, or otherwise commercially exploit or make the Services available to any third party; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (where reverse engineering is permitted by applicable law obtaining such information as is necessary to achieve interoperability with Vercel's services, you must first request such information from Vercel); (iii) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Vercel or authorized within the Services) or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third-party; (v) remove, alter or obscure in any way any proprietary rights notices (including copyright notices) of Vercel or its suppliers on or within the Services or documentation; (vi) violate any applicable laws or regulations (including without limitation in violation of any data, privacy or export control laws) or infringe the rights of any third-party in connection with the use or access of the Services. You shall comply with any codes of conduct, policies or other notices, Vercel provides you or publishes in connection with the Services, and you shall promptly notify Vercel if you learn of a security breach or issue related to the Services. Without limiting the foregoing, you acknowledge that Vercel may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data, code or other content will be retained by the Services, the maximum storage space that will be allotted on Vercel's servers on your behalf, and the maximum compute capacity provided for the execution of builds and functions and the maximum network data transferred by the Services. You further acknowledge that Vercel reserves the right to change these general practices and limits at any time, in its sole discretion.

12. Support

Subject to the terms hereof, Vercel may, but is not required to, provide you with commercially reasonable remote technical support services during Vercel's normal business hours ("**Support Services**") in accordance with Vercel's current [Support Terms and Conditions](#).

13. Electronic Communications

By using the Services, you consent to receiving electronic communications from Vercel. These electronic communications may include notices about applicable Services fees and charges related to the Services and transactional or other information concerning or related

to the Services. They may also include notices that require responses and or action to avoid service interruptions. These electronic communications are part of your relationship with Vercel and you receive them as part of your use of the Services. Your account email address must be kept current and maintain a responsive user at all times. You agree that any notices, agreements, disclosures or other communications that Vercel sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

14. Representation and Warranties

14.1. Representations

You represent and warrant that (i) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in posting and other activities (and allow Vercel to perform its obligations) in connection with the Services without obtaining any further releases or consents; (ii) Your Content and other activities in connection with the Services, and Vercel's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy, or publicity, or other personal or proprietary right; (iii) Your Content is not defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; (iv) you will use the Services only in compliance with Vercel's standard published policies and documentation then in effect and all applicable laws and regulations; (v) you have all necessary rights, licenses, and authority to use any third-party service account credential, API key or other access method you provide to or enable for the Services; and (vi) you are not the target of sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union, or any other applicable governmental authority.

14.2. Mutual Warranty

Each party represents and warrants to the other that it has full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement.

15. Indemnification

You will indemnify and hold harmless Vercel against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, any claim of infringement or misappropriation arising out of your websites or any of Your Content, or your other access, contribution to, use or misuse of the Services. Vercel shall promptly notify you of any and all threats, claims and proceedings related thereto and give you reasonable assistance and the opportunity to assume sole control over defense and settlement; you will not be responsible for any settlement you do not approve, such approval not to be unreasonably withheld or delayed.

16. Confidentiality; Proprietary Rights

16.1. Confidentiality

You (the "**Receiving Party**") understand that Vercel (the "**Disclosing Party**") has disclosed or may disclose business, technical, product or financial information or data relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Vercel includes non-public information regarding features, functionality and performance of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without confidentiality restrictions by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party as evidenced by its internal files. If a Receiving Party is required by law or a governmental agency to disclose the Disclosing Party's Proprietary Information, the Receiving Party must provide reasonable notice to the Disclosing Party of such required disclosure so as to permit the Disclosing Party a reasonable period of time to seek a protective order or limit the amount of Proprietary Information to be disclosed.

16.2. Company Ownership

Vercel shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto and (b) all intellectual property rights related to any of the foregoing.

16.3. Feedback

To the extent you or any of your users provide any suggestions to Vercel regarding the functioning, features, and other characteristics of the Services, documentation, or other material or services provided or made available by Vercel ("**Feedback**"), you hereby grant Vercel a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully transferable, worldwide license (with rights to sublicense through multiple tiers of sublicenses) under all of your intellectual property rights, for Vercel to use and exploit in any manner and for any purpose.

16.4. Customer Name

During the term of this Agreement, you grant Vercel a non-exclusive, royalty-free, fully-paid up license to use and reproduce your trademarks, trade names and logos in Vercel's marketing materials and website(s) and to indicate that you are a Vercel customer. Vercel will abide by any written trademark usage guidelines provided by you. All goodwill arising out of the use of your trademarks, tradenames and logos shall inure to your benefit.

17. Payment of Fees

17.1. Fees

Vercel offers access to the Services through various plans. The pricing and entitlements of each plan are listed at <https://vercel.com/pricing>. There is a free hobby plan and there are paid self-service subscription plans ("self-service subscriptions"). For an enterprise plan, you may contact Vercel separately. You may upgrade or downgrade to any other plan level that Vercel offers during the period of your plan; provided that a downgrade will not be effective until the next renewal date. You will be charged applicable fees and any applicable taxes for any additional Services used. **You acknowledge and agree that Vercel will automatically charge your credit card or other payment method on record with Vercel ("payment**

method") in connection with the use of the Services: (i) in advance of each self-service subscription term, for the self-service subscription enabled and any additional Services added; (ii) in arrears, at any point during the self-service subscription term, for any Services used or added during the prior self-service subscription term; (iii) immediately for any Services that are not recurring in nature; and (iv) on purchase of any domain registration and up to thirty (30) days prior to each annual anniversary of your purchase. **The self-service subscription and any additional Services added to your self-service subscription will automatically-renew for the same term as the initial term.** You represent and warrant to Vercel that all of your payment information is true and that you are authorized to use the payment method. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. If Vercel detects elevated, irregular, high or anomalous use of the Services, as determined in Vercel's sole discretion, Vercel may automatically charge your payment method for the then accrued fees in connection with the use of the Services. If payment is not received or cannot be charged to your payment method for any reason in advance, Vercel reserves the right to either suspend or terminate your access to the Services and terminate this Agreement and for domain registrations, Vercel may not register the domain or may allow the domain registration to expire. All fees are non-refundable, except as expressly stated otherwise in this Agreement.

17.2. Payments

All payments shall be made in the currency of, and within the borders of the United States. You will pay all applicable taxes, duties, withholdings, backup withholding and the like; when Vercel has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by you directly to Vercel. If all or any part of any payment owed to Vercel under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Vercel of the amounts otherwise payable under this Agreement. You will reimburse Vercel any pre-approved and agreed upon costs. Vercel may change its fees and payment terms at its discretion; provided however, that such changes will not take effect for you until the start of the next payment period. Vercel will provide written notice to you for any changes to the fees that affect the Services purchased by you. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount.

18. Term and Termination

18.1. Term

Subject to earlier termination as provided below, the term of this Agreement will commence on your acceptance of this Agreement and will continue for as long as the Services are being provided to you under this Agreement. The term of your hobby plan, self-service subscription, and any Services purchased or added to your self-service subscription, shall automatically renew for successive terms equal in duration to the initial term unless you cancel your hobby plan or self-service subscription in advance of the renewal date. You have the right to terminate your account (or downgrade your Pro account to a hobby account) at any time by sending a cancellation request to Vercel Support via the [Help page](#) provided that such termination will be effective at the start of the next renewal period. Subject to earlier termination as provided below, Vercel may terminate your account and this Agreement at any time by providing thirty (30) days prior notice to the administrative email address associated with your account. In addition to any other remedies Vercel may have, Vercel may also terminate this Agreement upon ten (10) days' notice (or two (2) days in the case of nonpayment), if you breach any of the terms or conditions of this Agreement. Vercel may terminate your account and this Agreement immediately if you exceed any Vercel limits concerning use of the Services, including without limitation, the maximum period of time that data, code or other content will be retained by the Services, the maximum storage space that will be allotted on Vercel's servers on your behalf, and the maximum compute capacity provided for the execution of builds and functions and the maximum network data transferred by the Services. You acknowledge that Vercel reserves the right to terminate accounts that are inactive for an extended period of time and the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof). All of Your Content on the Services (if any) may be permanently deleted by Vercel upon any termination of your account. If Vercel terminates your account without cause and you have signed up for a self-service subscription, Vercel will refund the pro-rated, unearned portion of any amount that you have prepaid to Vercel for such Services.

18.2. Survival

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, Sections [17.1](#) and [17.2](#), and accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

18.3. Effect of Termination

Upon the termination of this Agreement for any reason: (i) the licenses granted under this Agreement in respect of the Services shall immediately terminate and you and your users shall cease use of the Services; (ii) Vercel will cease providing any Support Services; (iii) you shall pay to Vercel the full amount of any outstanding fees due hereunder; and (iv) within fourteen (14) calendar days of such termination, each party shall destroy or return all Proprietary Information of the other party in its possession or control, and will not make or retain any copies of such information in any form, except that the receiving party may retain one (1) archival copy of such information solely for purposes of ensuring compliance with this Agreement

19. Disclaimer

THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND VERCEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VERCEL DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR DELIVERABLES.

20. Limitation of Liability

20.1. Limit of Liability and Waiver of Consequential Damages

EXCEPT FOR YOUR BREACH OF SECTIONS [11](#) (USAGE RESTRICTIONS), [16](#) (CONFIDENTIALITY; PROPRIETARY RIGHTS), AND [17](#) (PAYMENT OF FEES), OR YOUR BREACH OF ANY REPRESENTATIONS OR WARRANTIES OR YOUR INDEMNITY OBLIGATIONS, NEITHER PARTY NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR (C) FOR ANY DIRECT

DAMAGES, COSTS, LOSSES, OF LIABILITIES IN AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE GREATER OF ONE HUNDRED DOLLARS AND THE FEES PAID BY YOU TO VERCEL FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER THIS AGREEMENT.

20.2. Limits

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, VERCEL'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

21. Miscellaneous

Vercel may change this Agreement from time to time by providing notice either by emailing the email address associated with your account or by posting a notice at <https://vercel.com>. You can review the most current version of this Agreement at any time at <https://vercel.com/legal/terms>. The revised Agreement will become effective immediately after Vercel posts or sends you notice of such changes, and if you use the Services after that date, your use will constitute acceptance of the revised Agreement. If any change to this Agreement is not acceptable to you, your only remedy is to stop using the Services and send a cancellation email to Vercel Support via the [Help page](#). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. You may not assign, transfer or sublicense without the prior written consent of Vercel, but Vercel may assign or transfer this Agreement, in whole or in part, without restriction. Any attempted assignment or transfer of this Agreement by the parties in contravention of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all amendments must be in writing signed by both parties, except as otherwise provided herein. Vercel's failure to exercise or enforce any right or provision of this Agreement shall not be a waiver of that right. No agency, partnership, joint venture, or employment is created as a result of this

Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Any delays in or failure of performance of Vercel shall not constitute a default hereunder or give rise to any claims for damages if, to the extent that, and for such period that, such delays or failures of performance are caused by any events beyond the reasonable control of Vercel including, without limitation, any of the following specific occurrences: acts of God or the public enemy, acts of terrorism, pandemics, epidemics, labor strikes, expropriation or confiscation of facilities, compliance with any unanticipated duly promulgated governmental order, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, explosion, or riots.

22. Governing Law; Disputes; Arbitration

22.1. Law

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

22.2. Binding Contract

You acknowledge that this Agreement is a contract between you and Vercel, even though it may be electronic and may not be physically signed by you and Vercel, and it governs your use of the Services.

22.3 Exclusive Jurisdiction and Venue; Arbitration

THIS SECTION, INCLUDING THE PROVISIONS ON BINDING ARBITRATION AND CLASS ACTION WAIVER, SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, YOUR ACCOUNT OR THE SERVICE.

22.3.1 Governing Law and Other Procedures

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions and the parties agree to the exclusive jurisdiction of the state and federal courts in the County of San Francisco. Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("**FAA**"). You and Vercel expressly agree and intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. For purposes of this Section 22, "**Claims**" means collectively, and without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to (i) the Services, including any and all contents, materials and software related thereto, and/or (ii) your use of the Services.

22.3.2 Informal Process First

If any Claim arises out of or relates to the Services or this Agreement, other than as may be provided herein, then you and Vercel agree to send notice to the other providing a reasonable description of the dispute, along with a proposed resolution of it. For a period of sixty (60) days from the date of receipt of notice from the other party, you and Vercel will engage in a good faith attempt to resolve the Claim, though nothing will require either you or Vercel to resolve the dispute on terms with respect to which you and Vercel, in each of the parties' sole discretion, is not comfortable.

22.3.3 Arbitration

After the informal dispute resolution process and subject to the exceptions below, any remaining Claims will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and Vercel agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Streamlined Arbitration Rules and Procedures (the "**JAMS Rules**"). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. The FAA, not state law, shall govern the arbitrability of such Claims, including the class action waiver below. However, you and Vercel agree that California state law or United States federal law shall apply to, and govern, as appropriate, any and all Claims or disputes arising between you and Vercel regarding this Agreement and the Services, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in

arbitration, and court review of an arbitration award is limited. However, an arbitrator must follow the terms of this Agreement as a court would.

22.3.4 Arbitration Request

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Vercel at 440 N Barranca Ave #4133, Covina, CA 91723. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. The arbitration shall take place in San Francisco, California or at such other venue (and pursuant to such procedures) as is mutually agreed upon. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <https://www.jamsadr.com>.

22.3.5 NOTICE REGARDING MASS ARBITRATION

In accordance with the JAMS Mass Arbitration Procedures and Guidelines, a "Mass Arbitration" is defined as seventy-five (75) or more similar demands for arbitration filed against the same party or related parties by individual claimants represented by either the same law firm or law firms acting in coordination. For the avoidance of doubt, a Mass Arbitration will be administered in accordance with the JAMS Mass Arbitration Procedures and Guidelines, except as modified by this Agreement. As indicated, the JAMS Mass Arbitration Procedures and Guidelines are available at <https://www.jamsadr.com>. In a Mass Arbitration, JAMS may designate a process administrator to hear and determine preliminary and administrative matters. The process administrator shall determine such preliminary and administrative matters as may be necessary to ensure the orderly and efficient resolution of the claims brought in the Mass Arbitration, consistent with this Agreement, procedural fairness, and the integrity of the arbitration process. You and Vercel agree that (a) the JAMS Mass Arbitration Procedures and Guidelines are intended to facilitate the fair, expeditious, and efficient resolution of Mass Arbitrations, and (b) the focus of these procedures is on leveraging administrative and procedural decision-making to set a procedure for the hearing of the Mass Arbitration claims by the arbitrator(s), consistent with the core arbitration values of efficiency and fairness. The JAMS Mass Arbitration Procedures and Guidelines do not include mandatory mediation or test cases. You and Vercel agree that the JAMS Mass Arbitration Procedures and Guidelines do not convert traditional, individual, bilateral arbitrations into representative or class arbitrations. You understand that by agreeing to this Agreement, you and Vercel are each waiving the right to trial by jury and agree that you and

Vercel may bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any purported class proceeding.

22.3.6 Exceptions

Notwithstanding the foregoing, you and Vercel agree that the following types of disputes will be resolved in a court of proper jurisdiction: (a) Claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding, (b) Claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (c) intellectual property disputes.

22.3.7 Costs of Arbitration

You and Vercel will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Vercel to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Vercel will have the right to elect to pay the fees and costs and proceed to arbitration. Arbitration rules may permit Vercel to recover attorneys' fees. Vercel will not seek to recover attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

22.3.8 WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND VERCEL EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY CLAIM UNDER THIS AGREEMENT WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("**CLASS ACTION**"). YOU AND VERCEL AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND VERCEL EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORISED BY LAW AND CONSISTENT WITH SECTION 22.3.6 (EXCEPTIONS) ABOVE.

22.3.9 Opt-Out

You have the right to opt-out and not be bound by the arbitration provisions set forth above by sending written notice of your decision to opt-out to: legalnotices@vercel.com. with the subject line "COMPANY ARBITRATION OPT-OUT". The notice must be sent within thirty (30) days of your first use of the Services or, for existing customers, this arbitration provision first applying to you, otherwise you shall be bound to arbitrate any disputes in accordance with this Agreement providing for binding arbitration. If you opt-out of these arbitration provisions, Vercel also will not be bound by them.

23. Previews

Vercel may elect to provide certain Previews from time to time. Previews are provided "AS-IS", "WITH ALL FAULTS", and "AS AVAILABLE". Vercel's warranties, indemnities and SLA terms do not apply to Previews and Support Services are not provided for Previews. Vercel may change, discontinue or terminate your use of Previews at any time without notice. "**Previews**" means Services, releases, features, or functionality provided for preview, pre-release, evaluation, demonstration, beta, or similar uses and purposes.

Schedule I

Your use of the following Services are subject to the additional terms set forth below, as applicable:

1. Domain Name Registration

By using or accessing the domain name reservation services, you further acknowledge that you have read, understand, and agree to be bound by the [Domain Name Registration and Services Addendum](#) which is hereby incorporated into this Agreement.

2. Marketplace

By using or accessing Vercel's Marketplace, you further acknowledge and agree that you have read, understand, and agree to be bound by Vercel's [Integration Marketplace End User Addendum](#).

3. Non-Vercel Services

Vercel or third parties may distribute Non-Vercel Services. "**Non-Vercel Services**" means products, services, tools, or software functionality that interoperates with a Service, that is provided by you, other Vercel users, or any third party, including but not limited to, integrations or connectable accounts available through Marketplace, third-party AI providers available through AI Gateway, community templates, and content, products or software that are otherwise obtained or provided by a person or entity other than Vercel. Your use or purchase of any Non-Vercel Services, and any data exchanged in connection with Non-Vercel Services, is solely between you and the applicable third-party provider, and governed by the terms of service, end user license agreement, privacy notice, and/or any other terms or policies between you and that third party as disclosed or made available within the Services or the [Notices and License Information](#). Vercel does not make any representations, warranties, or guarantees regarding Non-Vercel Services, their providers, their availability, or their conformity to your security or compliance requirements. Vercel's support terms do not apply to Non-Vercel Services. Vercel is not responsible for any disclosure, modification, or deletion of Your Content resulting from access by any Non-Vercel Services, or other, direct or indirect, losses, special or consequential damages, or claims arising out of or in connection with Non-Vercel Services. While the Services may contain features designed to interoperate with non-Vercel Services, Vercel cannot guarantee the continued availability of such features of the Services and may cease providing them without entitling you to any refund, credit or other compensation, if, for example, a Non-Vercel Services provider ceases to make the Non-Vercel Services available for interoperation with the Services under circumstances acceptable to Vercel.

4. AI Products and Services

By using or accessing Vercel's AI Products and Services, you further acknowledge and agree that you have read, understand, and agree to be bound by Vercel's [AI Product Terms](#), which are incorporated into this agreement.

5. DORA

To the extent that your use of the Services is subject to the Digital Operational Resilience Act, you agree to the terms of the [DORA Addendum](#).

6. API

The [API terms](#) apply to your access or use of the Services through APIs.

7. Flat Rate CDN

Vercel provides Flat Rate CDN, with tiered CDN capacity, as described at vercel.com/pricing and in the Documentation. Flat Rate CDN is available only with paid plans and will be disabled if you cease to be on a paid plan. If your usage exceeds the current Flat Rate CDN's tier capacity, at the start of the next billing cycle, you will be automatically (a) upgraded to the tier corresponding to your usage and charged the fees for that tier at the start of your next billing cycle, or (b) switched to the usage based pricing described at vercel.com/pricing ("PAYGO Rates"), if you exceed highest tier allocation. You may disable Flat Rate CDN at any time and be charged at PAYGO Rates from the start of your next billing cycle.

If a higher tier fee applies, then Vercel will give you at least seven (7) days' prior notice (or any longer period applicable law requires). You may avoid the higher tier fee by downgrading, disabling Flat Rate CDN, or canceling your self-serve subscription before your next billing cycle. Tiers do not downgrade automatically; you may downgrade at any time, effective at the start of your next billing cycle.

If your usage violates the [Flat Rate fair use guidelines](#) in the Documentation, Vercel may at the start of the next billing cycle (a) reduce the performance (e.g., move projects to the Flex CDN network) of the CDN Services made available to you, (b) disable Flat Rate CDN and charge you the PAYGO Rates, or (c) take other appropriate actions as reasonably determined by Vercel, each in accordance with the Documentation.

Agent Stack

AI SDK

AI Gateway

Sandbox

Workflows

Connect New

Passport New

eve New

Core Platform

CI/CD

Content Delivery

Fluid Compute

Observability

Security

Platform Security

WAF

Bot Management

BotID

Tools

Vercel Drop New

Vercel Agent

Vercel Plugin New

Agent Skills

Domains

Frameworks

eve New

Next.js

Nuxt

SvelteKit

Nitro

SDKs

Vercel SDK

Workflow SDK New

Flags SDK

Chat SDK New

Queues SDK New

v0

Turborepo
Tanstack Start
FastAPI
All frameworks

Streamdown

Build

AI Apps
Web Apps
Marketing Sites
Platforms
Commerce
Platform Engineers
Design Engineers

Learn

Docs
Blog
Changelog
Knowledge Base
Academy
Articles
Community
Is Agentic

Explore

Customers
Marketplace
Templates
Partner Finder
Vercel + AWS

Company

About
Careers
Press
Events
Startups
Shipped on Vercel
Open Source Program
Enterprise
Pricing
Help

Legal & Trust

Privacy Policy
Terms of Service
Cookie Policy
DPA
Acceptable Use Policy
Legal (all documents)
Trust Center
Status

Social

GitHub
X
LinkedIn
YouTube
Instagram



● LOADING STATUS...

