Google Drive Terms of Service

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1. Introduction

Thanks for using Google Drive. Google Drive is a service provided by Google LLC (“Google”, “we” or “us”), located at 1600 Amphitheatre Parkway, Mountain View California 94043, USA. If you’re based in the European Economic Area or Switzerland, Google Drive is provided by Google Ireland Limited (“Google”, “we” or “us”), a company incorporated and operating under the laws of Ireland (Registered Number:368047), and located at Gordon House, Barrow Street, Dublin 4, Ireland. These Google Drive Terms of Service (which we refer to as the “Terms”) cover your use of and access to Google Drive and your content in Google Drive. Our Privacy Policy explains how we collect and use your information while our Program Policies outline your responsibilities when using our Service.

Your use of Google Drive requires that you agree to the Terms. Please read them carefully. If you do not understand the Terms, or do not accept any part of them, then you should not use Google Drive.

2. Your use of Google Drive

Age Restrictions. In order to use Google Drive you must be 13 years of age or older. If you are 13 or older but under 18 years of age, you must have your parent or legal guardian’s permission to use Google Drive and to accept the Terms.

Personal Use. By accepting these terms, you agree not to use Google Drive for business purposes; you must use the Drive service only for personal non-commercial purposes. We recommend that businesses use GSuite.

Your Google Account. You will need a Google Account in order to use Google Drive. To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, follow these instructions.

Your Conduct. Don’t misuse Google Drive. You may use Google Drive only as permitted by law, including applicable export and re-export control laws and regulations. You are responsible for your conduct and your content stored in Google Drive, and you must comply with our Program Policies. We may review your conduct and content in Google Drive for compliance with the Terms and our Program Policies.

Google Drive is available on mobile devices. Do not use Google Drive in a way that distracts you and prevents you from obeying traffic or safety laws.
Your Content. Google Drive allows you to upload, submit, store, send and receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through Google Drive, you give Google a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our services, and to develop new ones. This license continues even if you stop using our services unless you delete your content. Make sure you have the necessary rights to grant us this license for any content that you submit to Google Drive.

Sharing settings in Google Drive allow you to control what others can do with your content in Google Drive. By default you are set up as the controller of all content you create or upload to Google Drive. You can share your content and can transfer control of your content to other users.

Our automated systems analyze your content to provide you personally relevant product features, such as customized search results, and spam and malware detection. This analysis occurs as the content is received, shared, uploaded and when it is stored. You can find more information about how Google uses and stores content in our Privacy Policy. If you submit feedback or suggestions about Google Drive, we may use your feedback or suggestions without obligation to you.

Announcements. In connection with your use of Google Drive, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Our Google Drive services. Using Google Drive does not give you ownership of any intellectual property rights in Google Drive or the content you access. You may not use content from Google Drive unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in Google Drive. Don’t remove, obscure, or alter any legal notices displayed in or along with Google Drive.

3. Privacy Protection

Google’s Privacy Policy explains how we treat your personal data and protect your privacy when you use Google Drive. By using Google Drive, you agree that Google can use such data in accordance with our privacy policies.

4. Copyright Protection

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.
We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google’s policy about responding to notices in our Help Center.

5. Program Policies

We may review content to determine whether it is illegal or violates our Program Policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

6. About Software in our Services

Client Software. Google Drive includes downloadable client software (“Software”). This Software may update automatically on your device once a new version or feature is available. Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Software provided to you by Google as part of Google Drive. This license is for the sole purpose of enabling you to use and enjoy the benefit of Google Drive as provided by Google, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of Google Drive or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software. Open source software is important to us. Some software used in Google Drive may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these Terms.

7. Modifying and Terminating Google Drive

Changes to Google Drive. We are constantly changing and improving Google Drive. We may make performance or security improvements, change functionalities or features, or make changes to comply with law or to prevent illegal activities on, or abuse of, our systems. You can subscribe to receive information about Google Drive here. We will provide notice of material changes to Google Drive that we reasonably believe will adversely impact your use of Google Drive. However, there are times when we will need to make changes to Google Drive without giving notice. These will be limited to instances where we need to take action to ensure the security and operability of the service, prevent abuse or where we must act to meet legal requirements.

Suspension and Termination. You can stop using Google Drive at any time, although we’ll be sorry to see you go. We may suspend or permanently disable your access to Google Drive if you materially or repeatedly violate our Terms or our Program Policies. We will give you prior notice of us suspending or disabling your access to Google Drive. However, we may suspend or disable your access to Google Drive without notice if you are using Google Drive in a manner that could cause us legal liability or disrupt other users’ ability to access and use Google Drive.
Discontinuation of Google Drive. If we decide to discontinue Google Drive, we will give you at least 60 days’ prior notice. During this notice period, you will have the opportunity to take your files out of Google Drive. After the end of this 60 day period you will not be able to access your files. We believe that you own your files and preserving your access to such files is important. For instructions on how to download your files, please visit our support page.

8. Purchasing Additional Storage and Payments

Free Storage. Google allows you to use 15 GB of free Google online storage (subject to your compliance with the Terms), which may be used with Google Drive, Gmail and Google Photos.

Purchase of Additional Storage. You can also purchase additional storage (“Paid Storage Plan”) as you need it. We'll automatically bill you from the date you convert to a Paid Storage Plan and on each periodic service term renewal until cancellation. In order to purchase a Paid Storage Plan, you must agree to the payment terms as specified in the Google Payments Terms of Service. If you do not have a Google Payment account, you can set one up by going to this link, where you can also find more information about Google Payments. The Payments Terms of Service and Privacy Notice also apply whenever you want to purchase a Paid Storage Plan using a Google Payments account. Please ensure that you read those terms carefully before making any purchase.

Cancellation. Your Paid Storage Plan will remain in effect until it's cancelled, downgraded or terminated under these Terms. You may cancel or downgrade your Paid Storage Plan at any time from within your Google Drive storage settings. Your cancellation or downgrade will apply to the next billing period after the current service term expires. If you don't pay for your Paid Storage Plan on time, we reserve the right to downgrade your account and reduce your storage to free space levels. We explain the cancellation and refund process for your Paid Storage Plan in our Purchase, Cancellation and Refund Policy.

Plan and Price Changes. We may change the storage plan and price in effect but will give you prior notice of these changes. These changes will apply after your current service term expires, when the next payment is due from you after the notice. We will give you at least 30 days’ prior notice of a price increase or storage plan decrease before you are charged. If you are given less than 30 days' prior notice, the change will not apply until the payment after the next payment is due. If you do not wish to continue with the updated storage plan or price, you may cancel or downgrade your Paid Storage Plan at any time from within your Google Drive storage settings. Your cancellation or downgrade will apply to the next billing period after the current service term; we will continue to make your files available to you or give you a chance to take your files out of Google Drive.

9. Our Warranties and Disclaimers

We provide Google Drive using a reasonable level of skill and care and we hope that you will enjoy using Google Drive. But there are certain things that we don’t promise about Google Drive. Other than as expressly stated, we don’t make any commitments about the specific functionality available through Google Drive, its reliability, availability, or ability to meet your needs.
10. Liability for Google Drive

Google and its suppliers and distributors are not responsible or liable for:

(a) losses that were not caused by our breach of these Terms;

(b) any loss or damage that was not, at the time the relevant contract with you was formed, a reasonably foreseeable consequence of Google breaching the Terms; or

(c) losses relating to any business of yours including lost profits, revenues, opportunity or data.

The total liability of Google, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services (or, if the subject of the claim is the free service, to supplying you the services again).

Nothing in these terms is intended to exclude or limit the liability of Google and its suppliers and distributors for death or personal injury, fraud, fraudulent misrepresentation or any liability that cannot be excluded by law.

11. Laws Governing the Terms.

If you live outside the European Economic Area or Switzerland, the laws of California, U.S.A., excluding California’s conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or Google Drive. All claims arising out of or relating to these Terms or Google Drive will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

If you live in the European Economic Area or Switzerland, the laws and courts of your country of residence will apply to any disputes arising out of or relating to these Terms or Google Drive and you can bring legal proceedings in your local courts. Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

12. About these Terms

We may modify these Terms or any additional terms that apply to Google Drive, for example: to reflect changes to Google Drive or to the law, custom, or political or economic policy; or in response to guidelines issued by regulators or relevant industry bodies; or to enable Google to meet its obligations. You should look at the Terms regularly. We’ll post notice of modifications to these Terms on this page. We’ll post notice of modified additional terms (“Additional Terms”) in Google Drive and will provide prior notice of material changes to the Terms to you. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted or notified to you. However, changes addressing new functions or features (“New Services”) or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a New Service, you should discontinue your use of that New Service (see “Termination” above, for more information).
If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control for that conflict.

These Terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

For information about how to contact Google, please visit our contact page.