

Looker Studio Terms of Service

Version: November 30, 2023

These Looker Studio Terms of Service ("Agreement") are entered into by Google and the entity or person agreeing to these terms ("Customer"). This Agreement is effective as of the date you click to accept these terms (the "Effective Date").

If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

Certain Customers may choose to have their use of the Service be governed by the Customer's Google Cloud Platform Agreement, as described in the Google Cloud Platform Agreement. Such choice by the Customer will supersede any prior acceptance of this Agreement by Customer. If you are an End User managed by an Administrator for a Customer who has made such a choice, this Agreement will not apply to you and the Google Cloud Platform Agreement will govern your use of the Services.

This Agreement does not apply to your use of Looker Studio Pro, which is made available under the Google Cloud Platform Agreement.

1. Services.

1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data. As part of providing the Service, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Service, you consent to this transfer, processing and storage of Customer Data. For clarity, each party will (where applicable) comply with the obligations set out in the Data Processing Agreement relating to the transfer, storage and processing of Customer Data in the United States or any other country in which Google or its agents maintain facilities.

1.2 Beta Features. Subject to Section 10, Google will have no liability under this Agreement (including any indemnification obligations) arising out of or related to any use of Beta Features by Customer or its End Users. Any use of Beta Features is voluntary and will be solely at Customer's own risk and may be subject to additional requirements as specified by Google. Google may cease providing Beta Features as part of the Service. Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.

2. Customer Obligations.

2.1 Compliance. Customer must ensure that all use of the Service by Customer and its End Users complies with this Agreement and the Acceptable Use Policy. Customer warrants that it is authorized to act on behalf of its End Users and that Customer will be responsible for the actions or omissions of its End Users.

2.2 Customer Administration of the Service. Customer (and its Administrators, if applicable) will have the ability to access all of Customer's Customer Data, including the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users. Customer will obtain and maintain all required consents from its End Users to allow (a) Customer's access, monitoring, use and disclosure of this data and (b) Google to provide the Service and use the Customer Data in accordance with this Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Service for Customer and that Google is merely a data processor.

2.3 Use of other Google Services or Products. Google may make Google products or services that are not offered as part of the Service (or data or content collected or derived from use of such Google products or services) accessible by or available to you and/or your End Users in the Service. Unless noted otherwise, Google products or services continue to be subject to the applicable terms of service or agreement with Google for such products or services. Certain data management functionalities within the Service may require the storage of Customer Data in Google Cloud Storage ("GCS"). If so, Customer agrees to the use of GCS in connection with such storage. If you delete Customer Data which is stored in GCS, such Customer Data will be deleted in the Service within a commercially reasonable time frame. With respect to such Customer Data in GCS, Google reserves the right, at its sole discretion, to (a) limit storage size (e.g., file size limitations) and (b) suspend or terminate your use of such data management functionalities and GCS in connection with your use of the Service. Customer has all necessary rights to (i) submit, use and process Customer Data under this Agreement and (ii) authorize the use of the Service in connection with GCS as applicable.

2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Service and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of or access to the Service of which it becomes aware. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure End Users and/or third parties do not: (a) sell, resell, lease or the functional equivalent, the Service to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Service or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Service; (d) use the Service for High Risk Activities; (e) use the Service to store or transfer any Data that is controlled for export under Export Control Laws; or (f) use the Service on behalf of or for the benefit of any entity or person who is prohibited from using the Service by applicable laws or regulations. Credentials (such as passwords, keys, and client IDs) used to access the Service are intended to be used only by the individual issued such credentials. Customer will and will ensure that all End Users and/or third parties keep credentials confidential and make reasonable efforts to prevent and discourage unauthorized use of such credentials. Customer is solely responsible for any applicable compliance with HIPAA or any similarly applicable laws in your jurisdiction. Customer will not, and will not allow End Users or third parties under its control to transmit, store, or process health information subject to the United States HIPAA regulations unless Customer has received prior written consent from Google (including as agreed to, and permitted by, an executed HIPAA Business Associate Agreement covering the Service). From June 28, 2022 Customer will not be able to execute a HIPAA Business Associate Agreement covering the Service in connection with this Agreement (previously executed HIPAA Business Associate Agreement between Customer and Google remain unaffected by this sentence) and may only execute a HIPAA Business Associate Agreement covering the Service in connection with Customer's Google Cloud Platform Agreement.

2.5 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools reasonably required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on Customer's own and will contact Google only if Customer cannot reasonably obtain such information.

2.6 Data Processing. Each party agrees that provision and use of the Service is subject to the Data Processing Agreement, and the parties will comply with the Data Processing Agreement with respect to the Service to the extent applicable.

3. Confidential Information. The recipient will not disclose the Confidential Information, except to employees, Affiliates, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. Confidential Information does not include information that: (a) becomes public through no fault of the recipient; (b)

was independently developed by the recipient; or (c) was rightfully given to the recipient by another party without confidentiality obligations. The recipient may also disclose Confidential Information when required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Customer and using commercially reasonable efforts to provide Customer with the opportunity to seek a protective order or the equivalent (at Customer's expense)).

4. Customer Data. Subject to Section 1.2 (Beta Features) and Section 2.1 (Compliance), Google will not access or use Customer Data, except (a) as necessary to provide the Service, (b) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Customer and using commercially reasonable efforts to provide Customer with the opportunity to seek a protective order or the equivalent (at Customer's expense)), or (c) as otherwise instructed by Customer. If requested by Customer or its End Users, Google may also access or use Customer Data to provide technical support in connection with the Service. Customer will, and will ensure that its End Users, receive all necessary and legally required consents to upload any personal data to the Service and to permit the processing of data provided to Google via the Service under this Agreement. Customer Data does not include service data collected or generated by Google during the provision or administration of the Service, such as technical or operational settings, usage or configurations, or other metadata.

5. Intellectual Property Rights. Except as expressly stated, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, subject to Section 2.1 (Compliance), Customer owns all Intellectual Property Rights in Customer Data and Google owns all Intellectual Property Rights in the Service.

6. Representations, Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Service, as applicable (including applicable security breach notification law).

7. Termination.

7.1 By Customer. Customer may discontinue use of the Service at any time.

7.2 By Google. Customer agrees that Google may at any time and for any reason terminate this Agreement and/or terminate the provision of all or any portion of the Service. Notwithstanding the foregoing, Google will provide at least thirty (30) days notice to Customer prior to terminating the Service; provided that the Service may be terminated immediately if (a) Customer has breached this Agreement or (b) Google reasonably determines that continuing to provide the Service could breach applicable laws.

7.3 Effects of Termination. If this Agreement terminates, then: (a) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (b) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; (c) Google will delete Customer Data stored in GCS after a commercially reasonable period of time; and (d) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

7.4 Suspensions. Google may automatically suspend the Service or terminate this Agreement in the event that Customer's use of the Service imposes an unreasonable or disproportionately large load on Google infrastructure (as reasonably determined by Google).

8. Changes to the Service or Terms. Google may modify these terms (including URLs referenced in these terms and the content within such URLs) from time to time. A notice of any such modifications will be available at the relevant URL (or a different URL that Google may provide from time to time), the Service user interface or otherwise sent to Customer's email address provided in connection with the Service. Changes to these terms (including changes to the content within URLs) will not apply retroactively and will become effective 14 days after they are posted, except that changes to URL references will be effective immediately. Google may make commercially reasonable changes to the Service from time to time. New applications, features or functionality may be offered from time to time as part of the Service and may be contingent upon your agreement to additional terms. If Customer

does not agree to the modified terms for the Service, Customer should discontinue its use of the Service. No amendment to or modification of this Agreement will be binding unless: (a) in writing and signed by a duly authorized representative of Google; (b) Customer accepts the updated terms online; or (c) Customer continues to use the Service after Google has posted updates to the Agreement or any policy governing the Service.

9. DISCLAIMERS. EACH PARTY WARRANTS THAT IT WILL USE REASONABLE CARE AND SKILL IN COMPLYING WITH ITS OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT: (A) THE PARTIES DISCLAIM ALL CONDITIONS, WARRANTIES AND OTHER TERMS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE AND CONFORMANCE TO DESCRIPTION; AND (B) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS".

10. INDEMNIFICATION; LIMITATION OF LIABILITY.

(A) To the extent allowed by applicable law, you will indemnify Google and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) (i) regarding Customer Data or (ii) arising out of or relating to Customer's unlawful use of the Service or violation of this Agreement. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

(B) NOTHING IN THIS AGREEMENT WILL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY: (I) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (II) FOR ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (III) FOR ANYTHING WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

(C) NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) FOR ANY LOSS OF PROFIT, REVENUES, ANTICIPATED SAVINGS OR BUSINESS OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSSES, OR PUNITIVE DAMAGES, SUFFERED OR INCURRED BY THE OTHER PARTY (WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE DATE THIS AGREEMENT CAME INTO EFFECT).

(D) SUBJECT TO SUB-SECTIONS (B) AND (C) ABOVE, IF THIS AGREEMENT IS GOVERNED BY (I) ENGLISH LAW PURSUANT TO SECTION 11.9, THEN EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED \$1,000 USD; OR (II) THE LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 11.9, THEN GOOGLE'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED \$1,000 USD.

11. Miscellaneous.

11.1 Notices. All notices of termination or breach must be in English, in writing and addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact (or the email address specified through use of the Service in the case of Customer). Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

11.2 Assignment. No party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

11.3 Change of Control. If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) other than in the context of an internal restructuring or reorganization of Google and its Affiliates: (a) that party will give written notice to the other party within 30 days after the change of control; and (b) the other party may

immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

11.4 Force Majeure. No party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.5 No Waiver; Severability. No party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

11.6 No Agency; Third-Party Beneficiaries. This Agreement does not create an agency, partnership or joint venture between the parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

11.7 Subcontracting. Any party may subcontract any of its obligations under this Agreement but will remain liable for all subcontracted obligations and its subcontractors' acts or omissions.

11.8 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief, except that you will not seek, in a proceeding filed during your use of the Service or for one year after such use, an injunction or an exclusion order of the Service or any portion of the Service based on patent infringement.

11.9 Governing Law. (a) Except as set forth in Section 11.9(b) below, this Agreement will be governed by and construed under the laws of the state of California without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and California law, rules, and regulations, California law, rules and regulations will prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Santa Clara County, California. (b) If Customer is based in Europe, the Middle East or Africa, this Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Agreement. (c) The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. The Software is controlled by U.S. Export Control Laws, and it may not be exported to or used by embargoed countries or individuals.

11.10 Survival. The following sections will survive expiration or termination of this Agreement: Sections 1.2 (Beta Features) (last sentence only), 2.5 (Third Party Requests), 3 (Confidential Information), 7 (Termination), and 11 (Miscellaneous).

11.11 Entire Agreement. This Agreement, including these terms and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. In entering into the Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.

11.12 Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will govern in the following order: the terms of this Agreement followed by the Acceptable Use Policy.

12. Definitions.

12.1 "Acceptable Use Policy" means the acceptable use policy for the Service available at support.google.com/looker-studio/answer/7020012 (as modified from time to time) or such other URL as Google may provide.

12.2 "Administrator" means the Customer-designated personnel provided with Google administrative account(s) for the purpose of administering the Service on Customer's behalf.

12.3 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

12.4 "Beta Feature" means any Service feature or Service that is identified by Google, including via the applicable Service user interface or via other communications to Customer, as "Beta", "Alpha", "Experimental" or "Pre-Release" or that is otherwise expressly identified as unsupported.

12.5 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Subject to Sections 1.2 (Beta Features) and 4 (Customer Data), Customer Data is your Confidential Information.

12.6 "Customer Data" means data submitted, stored, sent or received via the Service by Customer or End Users.

12.7 "Data Processing Agreement" means the data processing agreement at: <https://privacy.google.com/businesses/processorterms> (or such other URL as Google may provide) as modified from time to time.

12.8 "End Users" means the individuals or entities, including any third parties, you or your End Users permits to use or access the Service (or any report or component therein).

12.9 "Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State.

12.10 "Google" means (a) Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland, if your principal place of business (for entities) or place of residence (for individuals) is in any country within Europe, the Middle East, or Africa ("EMEA"); (b) Google Asia Pacific Pte Ltd., with offices at 70 Pasir Panjang Road, #03-71, Mapletree Business City II Singapore 117371, if your principal place of business (for entities) or place of residence (for individuals) is in any country within the Asia Pacific region ("APAC"); or (c) Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, if your principal place of business (for entities) or place of residence (for individuals) is in any country in the world other than those in EMEA or APAC.

12.11 "Google Cloud Platform Agreement" means the agreement that governs Customer's use of Google Cloud Platform (as described at <https://cloud.google.com/terms/services>).

12.12 "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Service could lead to death, personal injury, or environmental damage.

12.13 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

12.14 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

12.15 "Service" means Looker Studio, but does not include Looker Studio Pro.

12.16 "Software" means any tools, service, software development kits or such other proprietary computer software provided by Google in connection with the Service, which may be used by Customer, and any updates Google may make to such Software from time to time.

12.17 "Third Party Request" means a request from a third party for records relating to an End User's use of the Service. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

Previous versions

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[June 28, 2022](#)

[November 16, 2020](#)

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