Friendly summary

Without all the Legalese

It's all very typical for web services.

1. You must provide accurate information about who you are, like your name and email. You can't share your account with others, except by using our multi-user features. You must be a living human, not a bot.
2. You can downgrade at any time, but **there are no refunds for months when you didn't use the service.** You are solely responsible for downgrading to the free plan in order to cancel paid service, and for saving your confirmation number. You can always verify a successful downgrade on your account page.
3. You're responsible for maintaining the security of your account.
4. One person or legal entity may not maintain more than one free account.
5. If you're younger than 13, you need your parents permission to use our service.
6. The polls you create and answers you submit belong to you, but we can show them to people for you according to our various sharing and privacy features. Anything you input to our site must be legal, so no plagiarism, hate speech, profanity, etc.
7. Don't rip off our stuff. Some completely unethical overseas competitors did, and we were ruthless with them. Seriously.
8. You aren't allowed to reverse engineer the site, hack it, or programmatically use anything other than the API. Surprise, surprise.
9. If we get sued because of stuff you did on our service, you're responsible for defending us. This is called indemnification.
10. We can (and do) change features frequently. We can change prices (but it's rare).
11. Be respectful. We can refuse to work with you and delete your data. We will shut you off if you're really horrible to us, and we'll block you if your use is considered excessive. Don't worry
too much - out of millions of users, we’ve never blocked anyone for excessive use, and we’ve shut down only one horrible person.

12. There’s no warranty. We do not guarantee uptime, or that the service is bug-free. If you need a Service Level Agreement (SLA), you can work with us to purchase an Enterprise License Agreement.

13. We can change these Terms at any time. If you need terms locked in, you can engage us for an Enterprise License Agreement.

The Fine Print

You better put on some spectacles

Just kidding! Here it is in a readable format ↓

POLL EVERYWHERE, INC. TERMS OF SERVICE

Please Read Carefully Before Using The Poll Everywhere Website and Service: The following terms and conditions ("Terms of Service") govern your use of the Poll Everywhere, Inc. website (the "Site") and services accessed through the Site (collectively, the "Service") operated by Poll Everywhere, Inc. ("Poll Everywhere", "we" or "us"). By accessing and using the Service and/or any information, content or materials made available on the Service, you irrevocably agree that such use is subject to these Terms of Service. If you do not agree to these Terms of Service, you may not use the Service.

You should check these Terms of Service and this Site periodically for modifications. Poll Everywhere may modify the Site and/or the Terms of Service from time to time without notice to you. If Poll Everywhere makes material changes to the Terms of Service we will post the revised Terms of Service and the revised effective date on this Site. Any continued use by you of the Service after the posting of such modified Terms of Service shall be deemed to indicate your irrevocable agreement to

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such modified Terms of Service. Accordingly, if at any time you do not agree to be subject to any modified Terms of Service, you may no longer use the Service.

Effective: February 9, 2012

1. USE OF THE SERVICE

(a) Registered Users: In order to gain access to some parts of the Service, you are required to register for an account that is accessed by a username and password ("Account"). In registering for your Account, you agree (i) that the information you provide to Poll Everywhere in connection with your registration will be current, complete and accurate, (ii) not to choose a user name that violates any law or the intellectual property rights of others, or is offensive; provided that Poll Everywhere reserves the right to reject the use of any user name for any reason or no reason, (iii) not to transfer, sell, convey or assign the right to use your Account to any third party without the prior written consent of Poll Everywhere and (iv) not to permit any third party to use your user name and password to access your Account or the Service. You further agree that you are responsible for the conduct of any party that uses your Account, whether or not authorized by you, and for any breach of the security of the Service related to the use of your user name and/or password.

(b) Grant of Rights: Upon registration and subject to the payment of any applicable fees, Poll Everywhere grants you the limited, revocable, non-transferable, non-exclusive right to access and use the Service, under the condition that such activity is solely for your internal purposes, except as may expressly agreed to in writing by Poll Everywhere.

(c) Privacy Policy: In the course of your use of the Site or the Service, you may be asked to provide certain information to us. Poll Everywhere's use of any information you provide shall be governed by these Terms of Service and our Privacy Policy available at http://www.polleverywhere.com/privacy-policy. We urge you to read our Privacy Policy, which is hereby incorporated into and made a part of these Terms of Service by this reference as though fully set forth herein.

(d) Use of the Site and Service by Persons Under 13 Years of Age: Poll Everywhere is committed to protecting the privacy of young children, and therefore does not knowingly collect or maintain personally identifiable information on the Site or Service from persons under 13 years of age, except in compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Accordingly, children under the age of 13 may only use the Site or the Service with the permission and supervision of their parents. Additionally, teachers and schools seeking to use the Site or Service in the classroom with children under 13 years of age, are required to obtain the express consent of such children's parents in compliance with COPPA, prior to permitting such children to access or use the Site or Service.

(e) Submission of User Content: In connection with your use of the Service, you agree not to submit any content which (i) is unlawful, (ii) violates any right of publicity or invades the privacy of others, (iii) constitutes obscene, pornographic, indecent, profane or otherwise objectionable material, (iv) is discriminatory, hateful or bigoted toward, or abusive of, any group or individual, (v) is libelous or defamatory or (vi) violates any applicable law or government regulation. You represent and warrant that you own or have the necessary rights in and to any and all content that you upload or post to the Site or Service. You hereby grant to Poll Everywhere a non-exclusive, royalty-free license to use, store, reproduce and display any content you post on the Site or Service, solely as reasonably necessary to operate the Site or the Service, and subject to the terms of this Agreement, including our Privacy Policy.
(f) Proprietary Rights. The Site and Service, including all of the contents, such as text, images, audio, and the HTML used to generate the pages (collectively, "Content"), are the property of Poll Everywhere or that of our suppliers or licensors and are protected by patent, trademark and/or copyright under United States and/or foreign laws. Notwithstanding the foregoing, you retain ownership of any information or content that you upload to the Site and/or the Service, and may use in perpetuity any reports or other materials provided to you as part of the Service. Except as otherwise provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, prepare derivative works from, delete, add to, license, post, transmit, or distribute any Content from this Site in whole or in part, for any public or commercial purpose without the specific written permission of Poll Everywhere. Except as otherwise provided herein, use of the Site or Service does not grant you a license to any Content, features or materials you may access on the Site or through the Service. As between you and Poll Everywhere, (or other company whose marks appear on the Site), Poll Everywhere (or the respective company) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Site, and is the copyright owner or licensee of the Content and/or information on the Site, unless otherwise indicated. In particular, the Poll Everywhere logos and service names are trademarks of Poll Everywhere (the "Poll Everywhere Marks"). Without Poll Everywhere's prior permission, you agree not to display or use the Poll Everywhere Marks in any manner. Nothing on the Site or in the Service should be construed to grant any license or right to use any Poll Everywhere Mark without the prior written consent of Poll Everywhere. Poll Everywhere Marks may be registered in the United States and internationally.

(g) Prohibited Conduct: Poll Everywhere specifically prohibits any use of the Site or Service, for: (i) posting any (1) information which is incomplete, false, inaccurate or not your own, (2) trade secrets or material that is copyrighted or otherwise owned by a third party unless you have a valid license from the owner which permits you to post it or (3) material that infringes on any other intellectual property, privacy or publicity right of another; (ii) impersonating another person; (iii) engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation, or which fails to comply with accepted Internet protocol; or (iv) transmitting or transferring (by any means) information or software derived from the Site to foreign countries or certain foreign nations in violation of US export control laws. In addition, you are prohibited from violating or attempting to violate the security of the Site, Service or Poll Everywhere's system or network security, including, without limitation, the following: (w) accessing data not intended for users of the Site or Services, or gaining unauthorized access to an account, server or any other computer system; (x) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (y) attempting to interfere with the function of the Site, Service, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing", "crashing", or sending unsolicited e-mail, including promotions and/or advertising of products or services; or (z) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. You may not deploy to the Site or Service any robot, spider, site search/retrieval application, or other application designed to retrieve, index or "data mine," information from the Site or Service. You agree at all times to use the Site and the Service in compliance with applicable law and these Terms and Conditions.

(h) Prohibited Use: Subscriber represents and warrants that neither Subscriber and nor any Authorized User shall use the Services (including without limitation by asking for such information in a poll created using the Services) to collect from Poll Participants any of the following information: (i) social security number; (ii) driver’s license number, State identification card number or passport number; (iii) financial account number; (iv) credit, debit or other payment card number; (v) security code or password; (vi) medical information; or (vii) health insurance information. If Subscriber collects such information, Subscriber does so at its own risk, and in no event shall Poll Everywhere be
liable for any loss, damages, claims or otherwise arising out of related to Subscriber's collection of such information, whether arising in tort (including negligence), contract or any other legal theory, including without limitation, any such information in the care, custody or control of Poll Everywhere.

(i) **Indemnification:** You hereby irrevocably agree to indemnify, defend and hold Poll Everywhere, its affiliates, directors, officers, employees and agents harmless from and against any and all losses, costs, damages, liabilities and expenses (including attorneys' fees) arising out of or related to your use of the Service.

(j) **SMS Text Messaging:** Poll Everywhere SMS text messaging features of the Service are offered in the United States on the following carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, Cellular One, US Cellular, Boost, Virgin, MetroPCS, Cricket, Alltel. Poll Everywhere is not primarily an SMS marketing or campaign management tool, it is a data collection tool. Regardless, Poll Everywhere will conform to current Mobile Marketing Association Best Practices.

(k) **Reselling the Service:** You may "resell" the Service, by offering a service to third parties that incorporates the Service, provided that (i) your service includes substantial additional value beyond the Service, such that your customers do not purchase your service primarily to gain access to the features and functions of the Service, (ii) you agree to be responsible for the acts and omissions of your customers' use of the Service, to the extent it is part of your service and (iii) you: (1) must purchase separate Accounts for each client, project, or other use; or (2) must subscribe to the Platinum Plan if you want to do multi-tenancy in which a single Account or login is to be used with multiple, separate third parties (see plans and pricing for more details). For the avoidance of doubt, you may not use a single Account or login for multiple, separate third party entities if you have not subscribed to the Platinum Plan, and any attempt to do so may result in additional charges to your Account and/or termination of your Account, at the discretion of Poll Everywhere.

(l) **Termination:** You may terminate your Account at any time. Poll Everywhere, in its sole discretion, has the right to suspend or terminate your Account and your access to the Service, for any reason at any time. Any termination of your Account will result in the deletion of your Account and the content in it, and the termination of your access to Service. Poll Everywhere reserves the right to refuse service to anyone for any reason at any time.

### 2. SERVICE FEES PAYMENT AND REFUND POLICY

(a) **Payment Generally; Taxes:** In consideration of the right to access and use the Service, you agree to pay the applicable fees ("Service Fees"). Service Fees are billed in advance on a monthly basis and are non-refundable. A valid credit card is required for paying the Service Fees. If you sign up for a paid subscription plan, you will be billed immediately for the first month of access to the Service. You will be billed monthly for the applicable Service Fee starting on the 30th day after your Account was initially created. All Service Fees are exclusive of all sales, excise or use taxes, or any levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding taxes on the income of Poll Everywhere. Service Fees are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Site, or by e-mail.

(b) **Upgrades and Downgrades:** If you elect to upgrade your subscription, you will be billed a prorated amount immediately upon upgrading. For any upgrade, your credit card will be charged the difference between the price of the upgraded plan and the prorated credit left from the old plan, as allocated by the number of days remaining in the Account billing cycle. Your Account will be billed monthly thereafter for the amount of the upgraded plan. For any downgrade, your credit card that you
provided will automatically be charged the amount of the downgraded plan immediately, and your billing cycle will be set to the current date. Downgrading your Service may cause the loss of content, features, or capacity of your Account. Poll Everywhere does not accept any liability for such loss. You are solely responsible for properly downgrading your Account in order to terminate recurring charges to your credit card. An email or phone request to cancel your Account is not considered termination. You can downgrade your Account to free at any time by clicking on the "Our Plans" link in the global navigation bar at the top of the screen.

(c) No Refunds: There will be no refunds or credits of Service Fees (i) for partial months of Service access, (ii) as a result of any upgrade or downgrade of the Service, or (iii) for any period of time during which you do not use the Service, but have not cancelled your Account. In order to treat everyone equally, no exceptions will be made.

3. CHANGES TO THE SERVICE; SUSPENSION OR TERMINATION OF USE RIGHTS

(a) Changes to the Service: Poll Everywhere reserves the right to make changes to the Service, at any time, with or without providing notice to you. In the event that you do not agree with any changes to the Service, your only remedy shall be to cease using the Service.

(b) Suspension or Termination of Use Rights: Poll Everywhere may suspend or terminate your right to use the Service for any reason or no reason upon notice to you. Poll Everywhere shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Such termination of the Service will result in the deactivation or deletion of your Account, and the forfeiture and relinquishment of all information in your Account. Poll Everywhere reserves the right to refuse service to anyone for any reason at any time.

4. LINKS FROM AND TO THE SITE

Poll Everywhere reserves the right, at its discretion at any time, to deny any request, or rescind any permission granted, to link to the Site, and to require termination of any such link to the Site. You may be able to link to third party websites ("Linked Sites") from the Site. Linked Sites are not, however, reviewed, controlled or examined by Poll Everywhere in any way and Poll Everywhere is not responsible for the content, availability, advertising, products, information or use of user information or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply Poll Everywhere's endorsement of, or association with, the Linked Sites. In no event shall Poll Everywhere be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

(a) Warranty Disclaimer: THE SITE, SERVICE AND CONTENT ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND POLL EVERYWHERE MAKES NO WARRANTY THAT THE SITE, SERVICE OR CONTENT ARE COMPLETE, SUITABLE FOR YOUR PURPOSE, OR ACCURATE. ON BEHALF OF ITSELF AND ITS LICENSORS, POLL EVERYWHERE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES WITH RESPECT TO THE SITE, SERVICE AND CONTENT, OR THE AVAILABILITY OF THE SITE, SERVICE OR CONTENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A
PARTICULAR PURPOSE AND NONINFRINGEMENT. THE ENTIRE RISK AS TO RESULTS OBTAINED THROUGH USE OF THE SITE AND SERVICE RESTS WITH YOU AND POLL EVERYWHERE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE AVAILABILITY WILL BE UNINTERRUPTED, OR THE SITE, SERVICE AND/OR THE CONTENT WILL BE ERROR FREE.

(b) Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT POLL EVERYWHERE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF OR CONNECTED TO YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL OR FOR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF POLL EVERYWHERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.

6. GENERAL

These Terms of Service constitute the entire agreement and understanding between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by you to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. These Terms of Service supersede all prior or contemporaneous discussions, proposals and agreements between you and Poll Everywhere relating to the subject matter hereof. No amendment, modification or waiver of any provision of these Terms of Service will be effective unless in writing and signed by an officer of Poll Everywhere. If any provision of these Terms of Service is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by Poll Everywhere may be implied from any actions or failures to enforce rights under these Terms of Service. These Terms of Service are intended to be and are solely for the benefit of Poll Everywhere and you and do not create any right in favor of any third party. These Terms of Service will be governed by and construed in accordance with the laws of the United States and the State of California, without reference to its conflict of laws principles. All disputes arising out of or relating to these Terms of Service will be submitted to the exclusive jurisdiction of a federal court of competent jurisdiction located in the Northern District of California, or a state court located in San Francisco, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. All notices must be in writing and will be effective three (3) days after the date sent.

Users

- Events
- Training
- K-12
- Higher-Ed
- International

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MUSC/MUHA

* APPROVED AS TO FORM *

By: [Signature]
Date: 10-6-14

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Product

- Plans & pricing
- Premium features
- How it works
- Mobile app

Social

- Twitter
- Facebook
- LinkedIn
- Pinterest

Resources

- FAQ
- User guide
- Blog
- Use cases

Company

- About
- Terms
- Privacy
- Jobs

Talk to us at +1 (800) 388-2... or international at +1 (773) 382-0...

Email us