

Terms of Use

These Terms of use are effective as of October 10th, 2016

Attendee summary:

1. You agree to behave and ask your questions with all respect to the speaker or other people in the room – even if your question is anonymous, you took action and you are responsible for this action.
2. To increase your experience with Slido, we use cookies. If you prefer otherwise, you may turn off cookie functionality in your browser's settings, however in such case we cannot guarantee that Slido will work as it should for you.
3. Organizers can see activity of each delegate. Anonymous questions always remain anonymous.
4. By entering a unique #event code you agree to Slido Terms of Service. Please read the Terms of Service carefully before starting using Slido.

Organizer summary:

1. By signing up for Slido you agree to Slido Terms of Service.
2. You provide us with accurate information about yourself, your company, your email address, name of the event and accurate date of your event.
3. While using Slido, you undertake to comply with all applicable legal rules and regulations, mainly, but not exclusively, you agree that all the information you submit to Slido site is legal and you undertake to avoid plagiarism, hate speech, profanity, harassment or threats.
4. You can upgrade and downgrade your Slido event at any time before your event starts. You will only be charged when you decide to use the paid event type.
5. We might operate with information that your attendees submit into our service or show it to the third parties in regards to our pricing and privacy policy.
6. If you use the "BASIC" version of Slido, all data collected are considered public and can be displayed on our site and freely shared with other parties.
7. If you set your event as a private one, we do not reveal information from your event to anyone. However, we might use some of the gathered data to improve our services (it might include machine learning, overall statistics, etc.).
8. We may change features, pricing or packages in accordance with the Terms of Service.
9. We cannot guarantee that service is bug-free. We try our best to make it great and as reliable as possible and provide you timely support to solve any potential issues.
10. We can send you emails concerning your events, or just newsletters to let you know what we plan to do. You can still unsubscribe from newsletter if you wish.
11. We use cookies and analytics to improve the service; you may turn off cookies functionality in your browser's settings, however in such case we cannot guarantee that Slido will work as it should for you.
12. We do not store any non-public details about payment (e.g. credit card details). We use PayPal and Braintree, a division of PayPal, Inc., for payments processing.
13. When it comes to security we strictly follow our Security Standards.

Terms of Service

These Terms of Service are effective as of October 10th, 2016.

Prior to using Slido on www.slido.com and/or www.sli.do and/or other domains and services ran by sli.do, s.r.o. (the "Slido services") you are instructed to read the following terms and conditions.

These Terms of Service (the "Terms") are a legal agreement between you and the company sli.do s. r. o., having its registered office at Heyrovského 10, 841 03 Bratislava, Slovakia, ID No. 47 333 421, registered with the Commercial Register kept by the District Court Bratislava I, section: Sro, entry no.: 91022/B, telephone number: +421 907 900 014, e-mail: info(at)slido.com, (the "Provider"), which operates the Slido services.

Please read the Terms carefully before using the Slido services. Do not use the Slido services if you do not accept the Terms. If you are an attendee, your entering of a unique #event code indicates your acceptance and agreement to be bound by the Terms. If you are an organizer, you indicate your acceptance and agreement to be bound by the Terms by ticking off the appropriate box shown before signing up for the Slido services. Accordingly, the agreement between the Provider and an attendee arises at the moment the attendee enters a unique #event code (the "Attendee Agreement"), and the agreement between the Provider and an organizer arises at the moment the organizer signs up for the Slido services after ticking off the appropriate box indicating acceptance of the Terms (the "Organizer Agreement"). Both the Attendee Agreement and the Organizer Agreement are concluded for an indefinite period of time.

The Provider is entitled to modify the Terms, e.g. to reflect changes in laws or regulatory requirements. Any use of the Slido services after publishing the modifications to the Terms constitutes your acceptance of those modifications; if you do not agree with the changes made in the Terms, you may terminate the Organizer Agreement and/or the Attendee Agreement with a one-month notice period (the notice period commences on the first calendar day of the month following the calendar month in which the notice of termination was delivered to the Provider); during the notice period the amended parts of the Terms will not apply. Please note that attendees are entitled to make use of the Slido services free of charge. Thus all terms stipulated herein regarding billing and fees are not applicable to attendees; the same applies also in cases where - considering the context of the Terms - it is clear that a term is meant to be binding only on an organizer and not an attendee.

1. Basic Terms

- 1.1. You are responsible for the security of your account.
- 1.2. You undertake to comply with all applicable legal rules and regulations, mainly, but not exclusively, you confirm that all the information you submit to Slido site is legal.
- 1.3. You may not use our sites for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct, acceptable content and other mandatorily applicable legal regulations.
- 1.4. You are solely responsible for your conduct and any personal information and other data you display on our sites.
- 1.5. The Slido services may be used on electronic devices with an operating system and access to the Internet. For smooth and seamless running of Slido services wi-fi or internet connection congruent to

the number of attendees is vital. Without appropriate data connection you may not be able to extract full benefits of Slido services. Slido cannot be held responsible for malfunctioning if the Organizer does not provide adequate data transmission coverage.

2. Prohibited activities

- 2.1. You shall not access or use, or attempt to access or use, the Slido services to take any action that harm the Provider or any other person or entity, interfere with the operation of the Slido services, or use the Slido services in a manner that could violate any laws.
- 2.2. You must not modify, adapt or hack our sites or modify another website so it falsely implies that it is associated with our sites.
- 2.3. While using the Slido services you undertake not to submit any information or other content that would:
 - infringe the copyright, trademark, patent, or other intellectual property right of any person;
 - be false, misleading, libelous, slanderous, abusive, obscene, hateful, threatening, harassing, or sexually-explicit;
 - infringe any person's right to privacy or publicity;
 - contain advertising or a solicitation of any kind;
 - impersonate any other person or entity;
 - degrade others on the basis of gender, national origin, race, class, ethnicity, religion, orientation, identity or disability;
 - contain material intended to intimidate or to incite violence;
 - upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to the Provider or the Provider's customers.
- 2.4. You must not violate any laws in your jurisdiction while using the Slido services.
- 2.5. A breach of any of the above mentioned obligations is considered a fundamental breach of contract and the Provider will be entitled to unilaterally terminate the provision of its services with immediate effect and cancel and erase all the information and accounts of the person committing such a breach.
- 2.6. While our services prohibit such conduct and content on our sites, you understand that the Provider cannot be responsible for the content posted on our sites and you, nonetheless, may be exposed to such materials and that you use our sites and services at your own risk.

3. Event types

- 3.1. The Slido services are provided to organizers through creation of an account (the "Organizer Services") and (except for the "BASIC" event type) payment of an event fee (the "Event Fee"). Through such an account an organizer gains access to the Organizer Services for an indefinite time.
- 3.2. Each user, acting as an event organizer, under organization license is obligated to use a unique account identified by one's personal email.
- 3.3. The users undertake not to assist anyone else in accessing the Organizer Services and organizer's accounts on an unauthorized basis, including by sharing, publicly offering, selling, or offering to sell their access credentials to third parties or otherwise in breach of these Terms. The organizers confirm that they are responsible for maintaining the confidentiality of their access credentials and if they know or suspect that anyone other than their selves knows their access credentials, they shall promptly notify the Provider.

- 3.4. If you use the “BASIC” version of the Slido services, all data collected are considered public and can be displayed on our site and freely shared with other parties.
- 3.5. If you set your event as a private one, we do not reveal data from your event to any third party. However, we might use some of the gathered data to improve our services (it might include machine learning, overall statistics, etc.).

4. Billing and payment

- 4.1. The organizers agree to pay the Event Fees unless otherwise provided in the Terms. The current amounts of the Event Fees are available at: <https://www.slido.com/pricing>; the Organizer’s Agreement ends by deleting their accounts.
- 4.2. The Provider reserves the right to change the amount of Event Fees in accordance with the Terms.
- 4.3. The Event Fees need to be paid before the due date stipulated on the invoice. Before the event starts, the organizer has to sign up and choose one of the event types.
- 4.4. The Organizer is obliged to send the Provider without undue delay after choosing event type (n/a for “BASIC” event) all information and contact details statutorily required for billing purposes (e.g. trade name, registered office, ID No., VAT No.).
- 4.5. Except for the cases where the free (“BASIC”) version is used, the Provider sends an invoice for the selected Event Type to the Organizer after the Event activation, i.e. effecting payment for the selected Event Type or requesting the activation of services by other means. The invoices are sent to the Organizer solely by e-mail and considered delivered if not rejected by the Organizer. If the invoice hasn’t been paid during the Event Type activation, the invoices become due for payment 15 days from the issue date of invoice. If the Organizer fails to make a payment of the invoice when due, the Provider is entitled to suspend the provision of the Slido paid services to Organizer until the time all money owed by the Organizer to the Provider is fully paid. Once the Event Fee is fully paid, the Organizer may resume using the Slido paid services.
- 4.6. Slido accepts payments by card, PayPal or bank transfer. Slido does not accept checks.
- 4.7. Slido uses PayPal and Braintree, a division of PayPal, Inc. (“Braintree”) for payment processing services. By using the PayPal you agree to Legal Agreements for PayPal Services available at <https://www.paypal.com/sk/webapps/mpp/ua/legalhub-full> and by using Braintree payment processing services you agree to the Braintree Payment Services Agreement available at <https://www.braintreepayments.com/legal/gateway-agreement>, and the applicable bank agreement available at <https://www.braintreepayments.com/legal/cea-wells>.
- 4.8. Thus, Slido does not store any credit card nor other non-public and/or other confidential payment information.
- 4.9. The Provider follows a refund policy as stated on <https://www.slido.com/pricing>.

5. Information provided by attendees

- 5.1. We are not responsible for the content submitted in connection with using the Slido services; the Public can use Slido services in accordance with the Terms. In addition, some of the Slido features may require users to submit certain information, which might be considered personal (e.g. email address). Such information will be handled in accordance with the Privacy Policy. Attendees may request deletion of their personal data; however, Slido will not necessarily respond to the request for the total removal of all user information.

- 5.2. We are not responsible for the accuracy of question votes and poll results. Slido is an engagement tool and we cannot guarantee that results are not hacked or changed in some way by attendees. However, we do our best to make it as accurate as possible. We reserve the right to alter the poll results if there is a suspicion of being hacked or attacked by the third party.
- 5.3. We cannot guarantee that service is bug-free. We try our best to make it great and as simple as possible.

6. Copyright, trade names, logos

- 6.1. All information and materials uploaded remain yours. You can deactivate your event or even account such data will be not publicly visible; however, we can use them in accordance with the most recent Privacy Policy.
- 6.2. The users (organizers as well as attendees) of the Slido services give hereby the Provider a license to use the information collected on the Slido sites (the "License") for the whole duration of the copyright protection and for use in all manners known at the moment; the License is granted as a non-exclusive, irrevocable, transferrable license to use the information which constitutes a copyright protected work. The License is granted without any territorial restrictions, royalty-free and the Provider is entitled to grant sub-licenses (through multiple tiers) even without the prior approval of the user of the Slido services. The users of the Slido services, however, have the right to deactivate input information from their account. After the deactivation, the Provider may still use such data.
- 6.3. We undertake to obey all applicable copyright laws. We will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide us with following:
- a physical or electronic signature of the copyright owner or the person authorized to act on its behalf;
 - a description of the copyrighted work claimed to have been infringed;
 - a description of the infringing material and information reasonably sufficient to permit us to locate the material;
 - your contact information, including your name, address, telephone number and email;
 - a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
 - a statement that the information in the notification is accurate and under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.
- 6.4. If you are our customer or you used our service, we can use trade name and logo of your company on our website and in other marketing materials unless you request us not to do so. If you send us your feedback after your event, you also agree that we can use your name, company name and content on our testimonial site. For this purpose the Organizer hereby grants the license to the Provider, free of charge; such a license is a non-exclusive, irrevocable, territorially unrestricted, sub-licensable (through multiple tiers) and transferable license enabling the Provider to use the logo and the trade name for the purpose of promoting Slido services.

7. Intellectual property

- 7.1. Slido and all related logos of our products and/or services are trademarks of Slido or its licensors. You may not copy, imitate, modify, alter, amend or use them without our prior written consent.

8. Disclaimer of warranties

- 8.1. The using of the Slido services is entirely at the users' risk. Unless otherwise provided in the Terms, the Provider makes no representations or warranties about the services, including, without limitation, the operation of the Slido services or the information, materials, goods, or services appearing or offered on the Slido services or with respect to any websites or services linked from the Slido services. Moreover, there is no warranty that the Slido services will meet your needs or requirements or the needs or requirements of any other person or the needs or requirements set forth in any documentation.
- 8.2. If applicable law does not allow the exclusion of some or all of the above implied or statutory warranties to apply to you, the above exclusion shall apply to you to the fullest extent permitted by the applicable law.
- 8.3. We may offer certain Products to you at no charge, including free accounts, trial use, and access to Beta Versions as defined below ("Beta Products"). Your use of Beta Products is subject to any additional terms that we specify and is only permitted for the period designated by us. Such Beta Products may include features which may require users to submit certain information, which might be considered personal (including but not limited to name and email address). Such information will be handled in accordance with the Privacy Policy. We may terminate your right to use Beta Products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and Beta Products we make available are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Products, but the Beta Products will still remain subject to this Section clause. All information regarding the characteristics, features or performance of Beta Products constitutes Slido's Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to Beta Products, including any Support and Maintenance, warranty, and indemnity obligations.

9. Communication

- 9.1. For the purposes of the Terms all communication between the Provider and an organizer or an attendee shall be conducted by e-mail. Any message shall be deemed to be duly delivered at the moment it is transmitted to the e-mail account of the other party. The users of the Slido services are advised to check their e-mail accounts on a regular basis. Support services may be provided by the Provider even by a telephone or other means of communication.

10. Consumer rights

- 10.1. If the Organizer is an individual, who is acting for purposes which are outside his/her trade, business, craft of profession (the "Organizer - Consumer"), such Organizer is entitled to rights guaranteed by the applicable legislation. In addition to other rights mentioned in the Terms, the Organizer – Consumer shall have a period of 14 days to withdraw from the Organizer Agreement, without giving any reason, and without incurring any cost. To exercise the right of withdrawal, the Organizer – Consumer must inform the Provider of his/her decision to withdraw from the Organizer Agreement by an unequivocal statement (e.g. a letter sent by e-mail). To meet the withdrawal deadline, it is sufficient for the Organizer – Consumer to send the Provider his/her communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. If the

Organizer – Consumer withdraws from the Organizer Agreement, the Provider shall reimburse to him/her all payments received from him/her for non-used services, without undue delay and in any event not later than 14 days from which the Provider is informed about the decision to withdraw from the Organizer Agreement.

10.2. The Organizer – Consumer is entitled to statutory rights of a legal guarantee of conformity of services.

11. Entire agreement

11.1. The Terms constitute the entire agreement between you and the Provider, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and the Provider. In the event any provision of the Terms is declared unenforceable, it shall not affect the validity or enforceability of the remaining provisions and shall be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

12. Assignment

12.1. You may not assign the Terms or any rights or obligations mentioned herein without the prior written consent of the Provider. The Provider has the right to assign the Terms, and any of its rights or obligations mentioned herein.

13. Termination

13.1. The Organizer Agreement and/or the Attendee Agreement may be terminated by each of the parties with a one-month notice period (the notice period commences on the first calendar day of the month following the calendar month in which the notice of termination was delivered to the other party).

14. Governing law and jurisdiction

14.1. The Terms are governed by, and must be construed in accordance with, the law of the Slovak Republic, as applicable, without giving effect to its rules of conflicts of law.

14.2. Any claims arising under the Terms shall be subject to the exclusive jurisdiction of the courts of the Slovak Republic.

Contact Us

Any questions about the Terms of Service, Privacy Policy or copyright claims can be sent to info@slido.com.