

Software Support

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Software Support - 2018-04-18 - in Security / Privacy

KAHOOTZ USER TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE

These Terms set out the terms on which you may make use of the Kahootz Service (Kahootz), whether as a guest or a registered user. Use of Kahootz includes accessing, browsing, or registering as a user. By using Kahootz, you confirm that you accept these Terms and agree to comply with them. If you do not agree to these Terms, you must not use Kahootz.

If you are a Site Owner (the individual who creates a Kahootz site or at whose request We provide the Service), then there are [additional terms](#) that apply to you.

1 Applicable Terms

These Terms also refer to Our [Privacy Policy](#), which also applies to your use of Kahootz. It sets out:

- the terms on which We process any personal data collected from you, or provided by you;
- details about the cookies we use.

2 About Us

Kahootz (We, Us etc) is the owner or the licensee of all intellectual property rights in the Kahootz Service and Kahootz.com. Those works are protected by copyright around the world and all such rights are reserved.

3 The Service

We will use Our reasonable endeavours to:

- make Kahootz available to you on a 24/7 basis in accordance with the [Service Level Agreement \(SLA\)](#);
- ensure that Kahootz and the content on it are free from viruses and other malware;
- secure Kahootz in accordance with good industry practice.

We comply with the UK Data Protection Act 1998 and all other relevant data protection laws. Any personal details you submit via Kahootz will be collected and used in accordance with the [Privacy Policy](#).

4 Acceptable Use

4.1 Accessing Kahootz

To use Kahootz you must be at least 13 years of age.

You are responsible for configuring your IT and internet connection in order to access Kahootz safely. You should take your own precautions against viruses and other malware.

Your login credentials are personal to you. You must keep them confidential and must not disclose them to any third party. If you know or suspect that anyone other than you knows your login credentials, you must promptly notify Us at support@kahootz.com and change your login details.

You must not attempt to gain unauthorised access to Kahootz, or any server, computer or database on which it is stored or to which it is connected. You must not introduce any virus or malware to Kahootz or submit Kahootz to any form of denial-of-service attack.

You must not make any use of any automated system to access Kahootz in a manner that places more demand on the Service and/or on Our servers than a single human User could reasonably achieve during normal use of the Service.

You must only use Kahootz for lawful purposes and will not undertake behaviour which is unlawful, or which may harass any person.

4.2 Content

Whenever you upload content to Kahootz, you must comply with the content standards set out in these Terms. You warrant that any such content complies with those standards and You will be liable to Us and indemnify Us for any breach of that warranty. We will not be liable to any third party for any content posted by you or any other Kahootz user.

Content published on Kahootz may not be copied, adapted, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except with the prior consent of the copyright owner.

You will not upload or transmit content which is illegal, defamatory, abusive, obscene, offensive, racist and/or discriminatory, or might amount to harassment, stalking, threatening or discriminatory behaviour. You will not disrupt other user's use of Kahootz nor infringe their rights, or restrict or inhibit their use or enjoyment of Kahootz.

Any content or material that you submit to Kahootz must:

- not be illegal, defamatory, abusive, obscene, offensive, racist and/or discriminatory, or amount to harassment, stalking, threatening or discriminatory behaviour;

- not belong to a third party or be confidential information belonging to a third party, unless you have that third party's consent;

- not infringe any law or encourage any unlawful conduct.

4.3 Linking to our site

You may link to Our homepage, provided you do so in a way that is fair and legal and

does not damage Our reputation, take advantage of it or suggest any form of association, approval or endorsement by Us.

5 Our Rights

We may revise these Terms at any time by amending this page, provided that any amendments shall not be unreasonably disadvantageous to the Service we provide to You. Please check this page from time to time to take notice of any changes made, as these will be binding on you.

We may update, suspend, withdraw, discontinue or change all or any part of Kahootz without notice.

We have the right to disable your account if in Our reasonable opinion you have failed to comply with any of the provisions of these Terms.

We have the right to remove any content from Kahootz which, in Our opinion, does not comply with these Terms.

6 Limitation of our liability

We make no representations, warranties or guarantees, whether express or implied, that Kahootz or any content is accurate, complete, up-to-date, available, free from errors and viruses or other malware. To the fullest extent permitted by law, We exclude all conditions, warranties, representations and other terms (in each case whether express or implied) which may apply to the Kahootz or to content on it.

We will not be liable to any user for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Kahootz or the content it contains. This includes, but is not limited to: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings and loss of business opportunity, goodwill or reputation.

Nothing in these terms of use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

We will not be liable for any loss or damage caused by a virus or other form of malware that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Kahootz or your uploading or downloading of any content or material to or from it, or on any Website linked to it.

Any links to other websites from Kahootz are provided for your information only and We are not responsible for the content of such other websites. We do not endorse such websites and We will not be liable for any loss or damage that may arise from your Use of them.

7 Applicable law

These Terms, and all matters regarding Kahootz and its use, are governed by English law and you and We both agree that the courts of England and Wales will have exclusive jurisdiction in connection with them.

8 Contact us

kahootz and kahootz.com are trading names of INOVEM Limited (registered number 04228932) whose registered office is at 1 Weston Court, Newbury Road, Weston, Berkshire, RG20 8JE, United Kingdom.

You can contact Us at 1 Weston Court, Newbury Road, Weston, Berkshire, RG20 8JE, United Kingdom or +44 1488 648 468 or support@kahootz.com

Thank you for visiting Kahootz.

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