



# COUNTY OF EL DORADO

7/8/2022 3:13:30 PM

# Purchase Contract

Fiscal Year 2022

Page 1 of 1

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OLSO, 0160

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract # **6812**

## SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

[https://edcgov.us/Government/Contracts/Pages/po\\_terms\\_\\_\\_conditions.aspx](https://edcgov.us/Government/Contracts/Pages/po_terms___conditions.aspx)

For Period: To

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE:

Purchase made in accordance with the attached Kahoot! Terms and Conditions dated 11-29-21 and Invoice dated 04-06-22.

//  
Term: 03-31-22 through 03-30-23

//  
NTE: \$5,220

//  
Media: Electronic Download Only

This Purchase Order is being issued for the acquisition of software licenses, software maintenance, upgrade protection and/or

renewals of same. County of El Dorado does not accept physical media for either the initial purchase of software licenses and/or

any software maintenance and updates. Software, maintenance and upgrade protection when electronically downloaded are not

subject to taxation per the State of California, BOE Regulation 1502. Should County of El Dorado ever receive physical media or

documentation relative to this software and/or software maintenance and/or license updates, the County shall bear the cost of

any applicable taxes relative to this transaction.

//  
Contract Administrator: Karen Thomas, Program Manager, Self Sufficiency, or successor.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.



### Kahoot! at work product resources

[Kahoot! 360 Catalog](#)

[Kahoot! Glossary](#)

[Terms and Conditions](#)

[User Guides](#)

[Enterprise Agreement](#)

[Return to Trust Center](#)

Modified: November 29<sup>th</sup> 2021

# Kahoot! Terms and Conditions

## 1 Welcome to Kahoot!

These Terms apply to your use of the Kahoot! Services and our Platform, and we encourage you to read them carefully. Please also refer to the definitions set out at the bottom of this page. The Terms and any attachments related to it, including our [Acceptable Use Policy](#), applicable guidelines and any Service Plan(s), forms a legal Agreement between you and Kahoot! for your use of the Kahoot! Services. If you, or an Organization you are affiliated with, have entered into an Enterprise Agreement with Kahoot!, your use of the Kahoot! Services and Resources will be governed by the Enterprise Agreement and the documents incorporated therein.

These Terms define the terms and conditions under which you are allowed to use the Kahoot! Services and consume Resources. If you do not agree to these Terms, you must immediately discontinue your use of the Kahoot! Services and Resources.

In addition to these Terms, our [Privacy Policy](#) and [Cookie Policy](#) describe how we process the personal information we may collect when you use the Kahoot! Services, and how

we protect your privacy. Details about our processing of student's personal data, that we collect as a processor or "school official" on the school or teacher's behalf, can be found in our [Student's Privacy Policy](#).

## 2 Responsible use and conduct

### 2.1 General

You agree to only use the Kahoot! Services and Resources for the purposes intended and as permitted by the Agreement and in accordance with applicable laws. If you use the Kahoot! Services in breach of the Agreement or applicable laws, we may terminate your account and/or suspend your use of the Kahoot! Services.

You are responsible for maintaining the confidentiality of your account and any non-public authentication credentials associated with your use of the Kahoot! Services. You must promptly notify our customer support team about any possible misuse of your accounts, authentication credentials or any security incident related to the Kahoot! Services.

You represent and warrant that information you provide when registering for an account is accurate and you shall not misrepresent personal information or otherwise be untruthful about your identity in connection with your use of the Services. Kahoot! reserves all rights to take legal action against anyone who misrepresents personal

information or is otherwise untruthful about their identity in connection with their use of the Services. Notwithstanding the foregoing, you acknowledge that Kahoot! cannot guarantee the accuracy of any information submitted by any user or the identity of any user who chooses to use the Services. We are not obliged to verify the identity of any user.

## **2.2 Administrator assumption of control**

If you use an email address provided by an Organization you are affiliated with (e.g. an employer or a school) to order the Kahoot! Service, you represent that you have authority to use that Organization's domain to sign up for a Service Plan in your capacity as a member of that Organization. The Organization, as the owner of the domain associated with your email address, may assume control over and manage your use of the Kahoot! Services. In such a case, your Organization's designated Administrator may (i) control and administer your account, including modifying and terminating your access and (ii) access and process your data, including the contents of your communications and files. Kahoot! may inform you that your associated Organization has assumed control of the Kahoot! Services covered by your Service Plan, but Kahoot! is under no obligation to provide such notice. If your Organization is administering your use of the Kahoot! Services or managing the tenant associated with your Service Plan, direct your data subject requests and privacy inquiries to your administrator. If your

Organization is not administering your use of the Kahoot! Service or managing such tenants, direct your data subject requests and privacy inquiries to Kahoot! by contacting us at [privacy@kahoot.com](mailto:privacy@kahoot.com).

## **2.3 Parents and guardians responsibility to safeguard children's safety**

Kahoot! provide certain Services and Resources which may be used by children. Children are not regarded as fully independent users of the Services and Resources. It is the parents'/guardians' responsibility, respectively, to ensure that the use of the Kahoot! Services and Resources is in accordance with the Agreement and to safeguard the children's safety and privacy. Apart from the limitations within the functioning of the Services, Kahoot! has no control over how parents/guardians oversee the children's use of the Services as Kahoot! does not interact directly with the children using the Services and Resources.

## **3 Licensed rights**

The Kahoot! Services and the Resources are the property of Kahoot! and Kahoot!'s content licensors (as applicable). We grant you a limited, non-exclusive, revocable license to make use of the Kahoot! Services and the Resources (the "**License**") in accordance with the Agreement.

In our Free Service Plans, the License permits use for non-commercial purposes only. If you

wish to use the Kahoot! Services and Resources for professional or commercial purposes you must have a Paid Service Plan. In any event, you are not allowed to use Kahoot! for advertising, marketing or sales activities unless expressly authorized by Kahoot! in an agreement or under your Service Plan. You agree to abide by our Acceptable Use Policy and any other user guidelines which at any time apply to your use of the Kahoot! Services and the Resources.

Except for the rights expressly granted to you in the Agreement, Kahoot! grants no right, title, or interest to you in the Kahoot! Service or Resources. For the avoidance of doubt, you may not charge any fees or require any payment as part of your use of the Service or the Resources, except as expressly authorized by Kahoot!.

The Kahoot! Brands are the sole property of Kahoot! or its licensors. The Agreement does not grant you any rights to use any Kahoot! Brand for any purpose, whether for commercial or non-commercial use.

## **4 Kahoot! Service Plans and Content Subscriptions**

### **4.1 Available Service Plans**

The Kahoot! services are available under different Service Plans. Our Websites provide details of the available Service Plans, which can be categorized as one of the following:

- i. **Free Service Plans:** Our free Service Plans offer access to a limited set of features in the Kahoot! Services. The free Service Plans can be used for non-commercial purposes only.
- ii. **Paid Service Plans:** Our paid Service Plans give access to more features and functionality. The Paid Service Plans are permitted for use in professional and commercial settings, such as training, surveys and events, both for internal and external audiences. The features and functionalities available depend on the plan type. Each plan has limitations on the number of licenses and participants.

The Service Plans vary based on the Kahoot! Service you have chosen to subscribe to, and the content and features of a Service Plan may vary based on when you signed up and whether you have signed up through our Website or via the App. Details about the different Service Plans are available on our website.

You can manage your Service Plans from your Kahoot! user account. If you have purchased a Paid Service Plan through a distribution platform such as Google Play or Apple App Store, you must manage your account through such platforms.

## 4.2 Content Subscriptions

In addition to your chosen Service Plan, you may purchase certain Content Subscriptions from the Kahoot! Platform, such as the Kahoot!+ AccessPass.

A Content Subscription gives you access to a library of content that is curated at Kahoot!'s sole discretion.

You acknowledge that the content available through each Content Subscription is subject to change at Kahoot!'s sole discretion, including without limitation the removal and addition of content or change of existing content.

You agree to only use the content available through Content Subscriptions in accordance with all terms and conditions applicable to Kahoot! Services and Resources, including without limitation the Acceptable Use Policy. In particular, you are not entitled to change, resell, or share such content in any other way than expressly permitted herein.

Kahoot! does not verify and cannot guarantee the accuracy, relevance, integrity, fitness for a particular purpose, availability, or quality of any content included in Content Subscriptions.

You can manage your Content Subscriptions from your Kahoot! user account.

## **5 Payments, cancellations, upgrades**

### **5.1 General**

Paid Service Plans and Content Subscriptions can be purchased directly from Kahoot! in the App or on our Website, through third parties or through an Enterprise Agreement with Kahoot!. This section of the Terms only



applies where you have signed up for one of our Paid Service Plans or Content Subscriptions directly from us through our App or web site.

You promise that your registration information, payment details (if you have signed up for a paid Service Plan subscription) and any other information that you submit to us are true, accurate, and complete, and you agree to keep it that way at all times. If you have provided incorrect or inaccurate information, you should return to the log-in screen or correct such information in your account settings. You promise that no other person shall be allowed to use or access your account, or in any other way make use of the rights conferred to you pursuant to the Agreement.

## **5.2 Payments and Subscription Periods**

All Paid Service Plans and Content Subscriptions are payable in advance of each Subscription Period, non-cancelable and, except as expressly stated in an Enterprise Agreement, non-refundable.

You will be charged prior to being granted access to your Paid Service Plan or Content Subscriptions. At the end of your current Subscription Period, your Paid Service Plan and/or Content Subscriptions subscription will automatically renew and you will be charged for the next Subscription Period in accordance with your registered payment information.

If you don't pay for your Paid Service Plan on time, Kahoot! reserve the right to suspend your account or remove Paid Service Plan features.

### **5.3 Cancellations**

If you do not wish to renew your Subscription Period for a Paid Service Plan or Content Subscriptions, you must cancel your Paid Service Plan and/or Content Subscriptions before the end of your current Subscription Period. Any cancellation will become effective on the first day after the last day of your current Subscription Period. Upon cancellation, your access to features that are exclusive to the Paid Service Plans or Content Subscriptions will cease, and your subscription will be automatically downgraded to a Free Service Plan for the Kahoot! Service you subscribe to (if available).

### **5.4 Upgrades and downgrades**

You may at any time upgrade or downgrade your Paid Service Plan subscription to a different Service Plan. If you have downgraded your subscription to a lower tier Service Plan, such downgrade will take effect on the day after the last day of the current Subscription Period. If you have upgraded your subscription to a higher tier Service Plan, such upgrade will take effect immediately subject to payment of the applicable upgrade fee.

Upon becoming effective, your Service Plan upgrade will apply for the duration of your

current Subscription Period, and your next Subscription Period renewal will be based on terms of your upgraded Service Plan.

## **5.5 Price changes and new Service Plans**

Kahoot! may change the price for a Paid Service Plan and/or Content Subscription. If such price change applies to you it will be effective from the beginning of your next Subscription Period. Your continued use of the Kahoot! Services constitute your acceptance of the price change. If you do not agree with the price changes, you have the right to reject the change by cancelling your subscription prior to your next Subscription Period renewal.

We do not provide any refunds if the price for a Paid Service Plan or Content Subscription drops, or if we offer subsequent promotional pricing or change the content or features of a Service Plan.

Kahoot! may decide to change or replace our Service Plans. If the Service Plan you have subscribed for is changed or replaced, your subscription will automatically be for the Service Plan that corresponds with the pricing of your original plan unless you chose to upgrade your subscription.

## **5.6 Trials**

We may, at our own sole discretion, offer you a Trial. We reserve the right to revoke the Trial and put your account on hold in the event

that we determine that you are not eligible. Separate terms and conditions, including restrictions on available features or areas of use, may apply when using a Kahoot! Service under a Trial.

For some Trials, we'll require you to provide your payment details to start the Trial. In such cases, your Trial will automatically be converted to a paid subscription for the selected Service Plan and/or Content Subscription as of the first day after the end of your Trial period. We will use the payment details you provided when you started the Trial to charge you. If you do not want to continue using your selected Service Plan on a paid subscription basis, or a Content Subscription, you must cancel your subscription before the end of the Trial period.

## **5.7 Pre-paid subscription Codes**

If you have received a Code, separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions.

Paid subscription Codes purchased from third parties or through other platforms (e.g. Google Play or Apple App Store) are subject to the refund policies of those platforms. Kahoot! cannot be held responsible for these platforms' policies.

## **5.8 Taxes**

Prices listed may not include sales or value added tax and applicable tax may be calculated and added at the time you complete a transaction and, depending on where you made the purchase, such tax may not be visible to you until you receive a receipt for your purchase. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of purchase.

## 6 Third Party Applications

The Kahoot! Service is integrated with Third Party Applications that make available content, products, and/or services to you. Use of these Third Party Applications is optional. The Third Party Applications may have their own terms and conditions and privacy policies, which you agree to be bound by when you choose to use these Third Party Applications, including but not limited to YouTube; <https://www.youtube.com/t/terms>

## 7 User content

### 7.1 Kahoot!'s license to User Content

User Content is available to you only, kept with limited visibility and only used by Kahoot! for the purposes of providing the Services and Resources. We will keep all data which you submit to the Services, including any User Content, secure and only process your data for the purpose of providing the Kahoot! Services to you.

You hereby grant Kahoot! a worldwide, non-exclusive, limited term license to access, use, process, and display User Content only as reasonably necessary: (a) to provide, maintain and updated the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted by you.

Kahoot! will delete all User Content from your account upon termination of the Agreement, except for any Public User Content licensed to Kahoot! in perpetuity as explained in section 7.4 below, and otherwise in accordance with Kahoot!'s Privacy Policy (as applicable).

## **7.2 Your responsibility for User Content**

You promise that with respect to any User Content you post on Kahoot!: (1) you have all rights necessary to upload such User Content to the Kahoot! Service and to grant the above license to Kahoot!, and (2) such User Content, or its use by Kahoot! does not violate the Agreement, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others.

You are solely responsible for all User Content that you publish on Kahoot!. Kahoot! does not endorse the correctness of the User Content or any opinion contained in any User Content.

## **7.3 Monitoring of User Content**

Unless agreed differently in a separate agreement with us, Kahoot! may review, monitor, edit or remove User Content in our sole discretion, but is under no obligation to do so. In all cases, Kahoot! reserves the right to remove or disable access to any User Content that breaches the Agreement, including breach of our [Acceptable Use Policy](#) and [Editorial Guidelines](#). Removal or disabling of access to User Content shall be at our sole discretion.

## 7.4 Public User Content

If you choose to make User Content Public User Content, you hereby grant to Kahoot! a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to commercialize, use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute your Public User Content through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content.

## 8 Account security

As the creator of your Kahoot! account you have access and control over the Kahoot! account and the devices that are used to

access the Service. To maintain control over the account and to prevent anyone from accessing the account, you should maintain control over the devices that are used to access the Service and not reveal the password nor any payment details (if any) associated with your account to anyone. you are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. you are also responsible for preventing unauthorized access and use of your account by any other than you. We can terminate your account or place your account on hold in order to protect you, Kahoot! or our partners from conducting or attempting to conduct identity theft or other fraudulent activity.

## 9 Data protection

The Data Processing Agreement located [here](#) shall govern with respect to the protection of personal data processed in connection with this Agreement.

## 10 Term and termination

The Agreement will continue to apply for as long as you use a free or paid Kahoot! account. Kahoot! may terminate the Agreement or suspend your access to the Kahoot! Service at any time, including in the event of your actual or suspected unauthorized use of the Kahoot! Service and/or Resources, or non-compliance with the Agreement. If you or Kahoot! terminate the Agreement, or if Kahoot! suspends your access to the Kahoot! Service in accordance



with the Agreement, you agree that Kahoot! shall have no liability or responsibility to you and Kahoot! will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

Any License granted to you on the Kahoot! Services and Resources not already terminated by the expiry of your Service Plan shall be terminated as of the termination or expiry of the Agreement.

You hereby acknowledge and agree that the perpetual license granted to Kahoot! by you in relation to Public User Content (see section 7.4) will continue after expiry or termination of any of the Agreement for any reason.

Sections of the Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreement, shall survive termination.

## **11 Warranty and disclaimer**

We can assure you that the Services will perform materially in accordance with the description of the Kahoot! Services and Resources as set out on our Websites. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We will notify you in advance of any planned downtime which is expected to result in significant downtime. In the event of any breach of Kahoot!'s obligations in this section 11, Kahoot! shall its own expense (i) use reasonable

endeavors to rectify such non-compliance, and if rectification is no reasonable possible (ii) replace all the non-conforming parts of the Services and Resources. Kahoot! disclaims any other warranties than those set out in the Agreement. Further, under no circumstances will Kahoot! be liable for any Third Party Applications, including the failure of any such Third Party Applications.

Kahoot! shall not be responsible for breach of these warranties if caused by:

- a. hardware, software or other components which are not part of the Services and Resources;
- b. errors or problems caused by or contributed to by hardware, software or other components which are not provided by Kahoot!, including any modifications by you or third parties;
- c. errors or problems caused by you not complying with this Agreement;
- d. if the you has rejected the implementation of any upgrade, change, hot fix, or similar, which would have prevented the error or problem; and
- e. errors or problems caused by third parties not acting on behalf of Kahoot!, including in respect of changes to Services and Resources.

## 12 Limitation of liability

\*\*\*To the maximum extent permitted by law, in no event will Kahoot!, its officers,

shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; or (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use or inability to use the Kahoot! service, Third Party Applications, or Third Party Application content, regardless of legal theory, without regard to whether Kahoot! has been made aware of the possibility of those damages, and even if a remedy fails of its essential purpose. Kahoot!'s aggregate liability for all claims arising under or in connection with this Agreement shall be limited to the amounts paid by you to Kahoot! under this Agreement during the twelve months immediately preceding the last event giving rise to liability.

Nothing in the Agreement removes or limits Kahoot!'s liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.\*\*\*

## **13 Apple specific terms**

In addition to the sections above, and notwithstanding anything to the contrary in Terms, this section applies with respect to your use of any version of our app compatible with the iOS operating system of Apple.

Apple is not a party to this Terms and does not own and is not responsible for the app. Apple is not providing any warranty for the app except, if applicable, to refund the

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purchase price for it. Apple is not responsible for maintenance or other support services for the app and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the app, including any third-party product liability claims, claims that the app fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the app, including those pertaining to intellectual property rights, must be directed to Kahoot!. The license you have been granted in these Terms is limited to a non-transferable license to use the app on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set out in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. Notwithstanding these rights of Apple and Apple's subsidiaries, Kahoot!'s right to enter into, rescind or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.

## 14 Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Kahoot! and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against any claims and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from: (1) Your breach of the Agreement; (2) any User Content; (3) any activity in that You or anyone using your account engages on or through the Kahoot! Service; and (4) Your violation of any law or the rights of a third party. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## 15 Miscellaneous

### 15.1 Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Kahoot!, the Agreement constitutes all the terms and conditions agreed upon between you and Kahoot! and supersedes any prior agreements in relation to the subject matter of these Agreement, whether written or oral.

### 15.2 Severability and waiver

Unless as otherwise stated in the Agreement, should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Kahoot! or any third party beneficiary to enforce the Agreement or any provision thereof shall not waive Kahoot!'s or the applicable third party beneficiary's right to do so.

### **15.3 Assignment**

Kahoot! may assign the Agreement or any part of them, and Kahoot! may delegate any of its obligations under the Agreement. You may not assign the Agreement or any part of them, nor transfer or sub-license your rights under the Agreement, to any third party.

## **16 Changes to the Terms**

We reserve the right to change these Terms from time to time. Changes may for example be made to accommodate new products or services, to adapt to legal requirements, or otherwise to better adapt the Terms to our business. If there is a material change to these Terms, we will notify you either by email to your registered email account, in-App or in-Service notifications or on our official Websites (as appropriate). It is your responsibility to read any such notice

carefully. Your continued use of the Services after such changes will constitute acknowledgment and agreement of the modified Terms. If you do not wish to continue using the Service under the new version of the Terms, you may cancel your Service Plan or terminate the Agreement. We reserve the right to change the Acceptable Use Policy at any time without notice.

## 17 Governing Law / Jurisdiction

The Agreement is governed by the statutes and laws of Norway without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods. Norwegian law will apply to all matters relating to the use of the Services and the purchase of any products or services through the Services.

Furthermore, any action to enforce the Agreement shall be brought in the courts located in Oslo (Oslo tingrett), Norway. you hereby agree to the jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## 18 Definitions

**“Acceptable Use Policy”** means the Kahoot Acceptable Use Policy in force from time to time and accessible [here](#).

**“Administrator”** means your Organization’s designated administrator of your Kahoot! account, if applicable.

**“Agreement”** is the collective term that encompasses these Terms, the Acceptable Use Policy, any Service Plan and, if applicable, the Enterprise Agreement or Content Subscription.

**“App”** means Kahoot!’s software/mobile applications.

**“Apple”** means Apple Inc.

**“Children”** means U.S. children under age 13 and children outside the U.S under age 16.

**“Code”** means a code or other offer provided or sold by or on behalf of Kahoot! for access to a paid Service Plan subscription and/or Content Subscription.

**“Content Subscriptions”** means the various libraries of premium content available for purchase on a subscription basis in addition to the Service Plan chosen by each user.

**“Enterprise Agreement”** means a separate agreement entered into by Kahoot! and your associated Organization.

**“Kahoot!+ AccessPass”** means the Content Subscription that features certain content from the Academy part of the Kahoot! Platform.

**“Kahoot!”** means Kahoot ASA.

**“Kahoot! Brands”** means all Kahoot! trademarks, service marks, trade names,



logos, domain names, and any other features of the Kahoot! brand.

**“License”** means the license granted to you pursuant to section 3 of these Terms.

**“Organization”** means an organization to which you are affiliated, such as your employer.

**“Platform”** means Kahoot!’s Websites and Apps where the Kahoot! Services are available.

**“Public User Content”** means, as some Kahoot! Services are based on User Content and relies on users contributing content to the Service, the Content whereby the User, on their own choice and by actively toggling the “publish” button, makes certain User Content, such as Kahoot! games/quizzes, available to the general public.

**“Resources”** means the information, resources, services, products, and tools provided for you in the Kahoot Services.

**“Service Plan”** means the various subscription plans for which the Kahoot! Services are available.

**“Services”** means the Kahoot! services, including any software, that you subscribe to under these Terms.

**“Subscription Period”** means the duration of the applicable Service Plan and/or Content Subscription.

**“Terms”** means these general terms and conditions applicable to your use of the Kahoot! Services.

**“Third Party Applications”** means websites and services delivered by third parties that are integrated in the Services and Resources in order to make certain features, content, products, and/or services available to you.

**“Trial”** means trials of paid Service Plan subscriptions or Content Subscriptions for a specified period without payment or at a discounted rate.

**“User Content”** means the content and data which Users upload to the Service, including without limitation quizzes, pictures, video, text, messages, information, user feedback, and any other content.

**“Website(s)”** means the Kahoot! websites including Kahoot.com, Kahoot.it, create.kahoot.it, play.kahoot.it.

## About

Company

Leadership

Careers

Open positions

Press

[Investor relations](#)

[Company events](#)

[Contact us](#)

## **Solutions**

[At home](#)

[At school](#)

[At work](#)

[Academy](#)

[Actimo](#)

[Motimate](#)

[Drops](#)

[Whiteboard.fi](#)

[Clever](#)

## **Resources**

[Explore content](#)

[Blog](#)

[Webinars](#)

[Kahoot! Certified](#)

[Trust Center](#)

[Help Center](#)

[Library](#)

[Shop](#)

[Safety center](#)

## Terms and conditions

[Terms and conditions](#)

[Privacy policy](#)

[Student privacy policy](#)

[Inclusion and accessibility policy](#)

[Acceptable use policy](#)

[Cookie notice](#)

[Cookies preference center](#)

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## Follow us

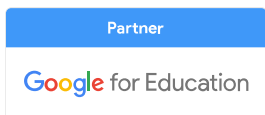
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[TikTok](#)



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