LEGAL

Terms and Conditions

Last updated: November 4, 2026

Changes effective: November 10, 2026 and November 30, 2026

These Terms govern your access to and use of PollsLive. Please read them carefully. By using the Service you agree to be bound by them.

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1. Acceptance of Terms

By accessing or using PollsLive at pollslive.com (the "Service"), you enter into an agreement with A Plus Apps, trading as PollsLive (see Definitions), and you agree to these Terms and Conditions and to our Privacy Policy. If you are using the Service on behalf of an organisation, you represent that you are authorised to bind that organisation. If you do not agree, do not use the Service.

Availability of these Terms. You can read, download, save and print these Terms from this page at any time, and they are linked from our sign-up and checkout screens before you commit to anything. On request we will send you a copy on a durable medium by email. If you have not been given a reasonable opportunity to take note of these Terms before entering into the agreement, tell us and we will provide them: we rely on their having been made available to you under Articles 6:233 and 6:234 of the Dutch Civil Code.

2. Definitions

- **"PollsLive", "we", "us" and "our"**: A Plus Apps, a sole proprietorship (eenmanszaak) registered with the Dutch Chamber of Commerce (KVK) under number 42117052 and established in Rotterdam, the Netherlands, which operates the Service under the trade name PollsLive. Our statutory details are in the Legal Notice.
- **"Whop"**: Whop Inc., the payment processor for paid plans, Event Passes and AI credit packs. For buyers in the EU, the United Kingdom and the United States, Whop also acts as merchant of record for VAT and sales tax (see Subscriptions & Billing).
- **"Service"**: the PollsLive web application, APIs, and related features.
- **"Workspace"**: a team account under which polls are created and members are managed.
- **"Creator"**: a registered user who builds and publishes polls.
- **"Participant"**: a person who votes in or joins a poll or live session, with or without an account.

3. Eligibility & Age

You must be at least 16 years old to create an account, or 13 where local law permits, with the consent of a parent or of your school. Participants can answer a poll without an account and without giving a name. If you use the Service with students, you confirm that you are authorised to do so and that your school or institution holds the legal basis or parental consent required in your jurisdiction (see the schools section of our Privacy Policy). You may not use the Service if we have previously terminated your account, or if you are barred from doing so under applicable sanctions or export-control law.

4. Service Description

PollsLive is a software-as-a-service (SaaS) platform for creating, publishing, and analysing real-time and asynchronous polls and surveys. The Service includes a creator studio, public voting pages, live presentation mode, team workspaces, and optional gamification features. Access is delivered digitally. No physical goods are shipped.

Free plans are provided on the same best-efforts basis with no service commitment of any kind, and may be limited, suspended, or discontinued at any time.

Availability and maintenance. We aim to keep the Service available, but we may schedule maintenance, deploy updates, or temporarily interrupt access. Planned work that is likely to cause more than a short interruption is announced on our status page when we can. We may throttle, rate-limit, or temporarily restrict traffic that threatens the stability or fair use of the Service for other customers. We are not responsible for your device, browser, network, or internet connection, or for outages in third-party networks outside our control.

Your backups. You are responsible for exporting and keeping copies of content and results that matter to you. Studio provides export tools. We maintain operational backups to run the Service; they are not a substitute for your own records.

5. Changes to the Service & Pricing

We develop the Service continuously and may add, change, or remove features. Where a change would materially reduce a feature you are paying for, we will give at least **30 days' notice**, and you may cancel and receive a pro-rata refund of the unused part of your prepaid term. We may also set or adjust reasonable technical limits (rate limits, fair-use ceilings, participant caps) where that is necessary to keep the Service stable and available for everyone.

Prices may change. A price change never applies to a term you have already paid for. It takes effect at your next renewal, and we will tell you at least **30 days** before that renewal, by email to account holders and on our pricing page. If you do not accept the new price, cancel before the

renewal date and it will not apply to you. Introductory and promotional rates apply only for the period stated when you took them.

6. Accounts & Workspaces

You must provide accurate registration information and keep your credentials secure. You are responsible for all activity that occurs under your account and workspace.

Presenter licences. Paid plans are licensed per presenter. A licence is personal to one named individual and may be reassigned to a replacement when that person genuinely leaves the role, but it may not be shared, rotated between people, or used concurrently by more than one person. Everyone who builds, runs, or presents polls in a workspace needs their own licence; people who only answer polls never do and are never charged. If we find that licences are being shared, we may require the workspace to buy the licences actually in use, and may suspend access until it does.

7. Subscriptions & Billing

Paid plans are billed on a recurring monthly or annual basis. **Who you buy from.** A Plus Apps, trading as PollsLive, sells every subscription, Event Pass and AI credit pack, and both your purchase and your use of the Service are governed by your contract with us under these Terms. Whop processes the payment, appears on your card statement and issues refunds to the payment method you used, on our instruction. For buyers in the EU, the United Kingdom and the United States, Whop also acts as merchant of record for tax: it charges the VAT or sales tax due at checkout and pays it to the tax authorities. In every case we are responsible to you for your purchase, for refunds and for your consumer rights. Prices are listed on our pricing page; there is no free trial and checkout charges you immediately. Subscriptions renew automatically unless cancelled before the renewal date. See our refund policy for cancellation and refund terms.

Right of withdrawal. If you are a consumer in the EU, the EEA or the United Kingdom, you may withdraw from a subscription within 14 days of concluding it, without giving a reason. You ask us at checkout to make the service available immediately, so if you withdraw we may keep a proportionate share of the price for the period already supplied. **We do not ask you to waive this right for subscriptions.** Separately, and wherever you live, we offer a voluntary 14-day money-back guarantee on your first charge (see the refund policy).

Renewals and reminders. We email the account holder about 30 days before an annual subscription renews, stating the renewal date and the amount; monthly renewal dates are shown on your Studio billing page. **If you are a consumer** and a subscription has renewed for a further fixed term, you may end it at any time after that renewal on one month's notice, and we refund the part of the renewal price that covers the time after your cancellation takes effect. This reflects

Article 6:236(j) of the Dutch Civil Code and equivalent rules in other countries. Renewals of business subscriptions run to the end of the renewed term.

Event Pass. A one-time Event Pass is a single supply of digital content. A monthly Event Pass subscription bills each month and adds one paid pass to your queue per successful charge. Each pass follows the same activation rules. Supply for any pass begins when that pass is **activated**, which happens automatically the first time a live room grows beyond your plan's limit; a pass cannot be activated by hand. At checkout you give express prior consent for supply to begin at activation, and acknowledge that you then lose the right of withdrawal for that pass (Article 16(m) of Directive 2011/83/EU; in the UK, regulation 37 of the Consumer Contracts Regulations 2013). A pass is refundable only while **both** are true: it has never been activated, and it is less than 14 days since the charge that credited it. Independently of withdrawal, an Event Pass that is never activated expires 6 months after the charge that credited it; the use-by date is shown on the pass in Studio. Session results and exports for polls that used a pass stay accessible after the pass has been used or has expired (not after a refund).

AI credits. An AI credit pack is a one-time supply of digital content. Supply begins on payment. At checkout you give express prior consent for supply to begin immediately, and acknowledge that you then lose the right of withdrawal once any credit from that pack is used (Article 16(m) of Directive 2011/83/EU). Until a credit is used the pack remains fully refundable.

8. Acceptable Use

You agree not to:

- Create polls containing illegal, harassing, deceptive, or infringing content
- Manipulate vote counts, inflate results, or circumvent duplicate-vote protection
- Present PollsLive results as certified, audited, or an official ballot, or use the Service to run a legally binding election or referendum
- Impersonate any person or organisation, or imply that PollsLive endorses you, your poll, or its results
- Send spam or unsolicited invitations using PollsLive links
- Attempt to access other users' data, workspaces, or polls without authorisation
- Scrape, crawl, or use automated means to access the Service outside our documented API, or exceed published rate limits
- Resell, sublicense, or provide the Service to third parties as your own, or share a presenter licence between people

- Use the Service, its APIs, or data obtained from it to build, train, or operate a competing audience-engagement, live-polling, or survey product
- Publish performance or security benchmarks of the Service without our prior written consent
- Reverse-engineer the Service, or probe, load-test, or attack its infrastructure without our prior written consent

Do not collect regulated or high-risk data through the Service. Participants answer in their own words, so what a poll asks for is your responsibility as its creator. Never use a poll, survey, quiz or Q&A to collect payment card numbers or other cardholder data, passwords or account credentials, or government identity numbers. The Service is not designed, hosted or certified for protected health information, cardholder data, or any use where a failure or delay could lead to death, personal injury or environmental harm. We are not a HIPAA Business Associate and PollsLive is not a PCI-DSS environment. Questions that touch the special categories of personal data in Article 9 GDPR (political opinions, religious or philosophical beliefs, health, sexual orientation, racial or ethnic origin, trade-union membership, genetic or biometric data) are permitted only where you have a lawful basis for asking and have told your participants what you are collecting and why. You are the controller of what you ask.

Prize draws. When you run a prize draw, you are its organiser and the prize is yours to give; PollsLive provides the draw tool only and is not the organiser of any draw. You are responsible for following the promotional-game rules where your participants are, such as the Dutch Wet op de kansspelen and Gedragscode Promotionele Kansspelen. In particular: taking part must be free, so never make a paid ticket, purchase or donation a condition of entry; make the conditions available before the draw (who can take part, the prize, how the winner is picked and told); keep within any prize-value limits and pay any tax due on the prize; and get a parent's consent for participants under 18 where the law requires it.

Lead capture and marketing. If you collect contact details with lead capture, you are the controller of those details. Tell respondents who is collecting them and why, keep any marketing opt-in separate and unticked, send marketing only to people who opted in, and honour unsubscribe and deletion requests promptly.

9. Your Content & Reporting Illegal Content

You keep ownership of the polls, questions, and other material you create. You grant us a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, adapt for formatting, and display that content strictly as needed to operate and secure the Service and to deliver it to the audiences you share it with. That licence ends when you delete the content, except for backup copies that rotate out on the schedule set out in our Privacy Policy.

You are responsible for what you publish and for holding the rights to it. We do not pre-screen content, but we may remove or restrict access to anything that breaches these Terms, our Acceptable Use Policy, or the law.

Your role as controller of participant data. When you run a poll, survey, quiz, or live session, you decide what to ask and how to use the answers. You warrant that you have a lawful basis under applicable privacy law (including the GDPR, UK GDPR, and US state privacy laws where they apply) for collecting and using participant responses and any personal data you request; that you give participants any privacy notice the law requires; and that you obtain any consent that is required. We do not verify your notices or consents. A breach of this paragraph is a material breach of these Terms and is covered by the indemnification section.

Anyone can report content through our report form, which serves as our notice-and-action mechanism under Article 16 of the EU Digital Services Act. We review every report, act where content breaches our rules or the law, and give a statement of reasons to the reporter and, where we hold their details, to the person who posted it. That notice also sets out the redress available: you can ask us to reconsider through our contact form, and nothing in it limits your right to go to a court or another competent body.

Copyright. Rights holders may send a takedown notice under our Copyright & DMCA notice procedure. We respond to valid notices and terminate the accounts of repeat infringers in appropriate circumstances.

We do not endorse user content. Polls, questions, options, and answers are created by users, not by us. We do not author, verify, endorse, or adopt them, and we make no representation about their accuracy, legality, or fitness for any purpose. Any opinion expressed in a poll is the author's. Results are a record of what participants submitted, not a statement by us that the outcome is accurate, representative, statistically valid, or free from manipulation, and they must not be presented as certified or audited. Claims about content published through the Service should be directed to the person or organisation that published it, and reported to us through the mechanism above.

10. Intellectual Property

PollsLive retains all rights to the platform, branding, and software. You retain ownership of the poll content you create, and you grant us only the licence set out in the Your Content section. If you receive a third-party claim that your content or your use of the Service infringes intellectual property rights, you must notify us promptly at legal@pollslive.com.

11. Confidentiality

Each party will keep confidential the other party's non-public business, technical, and commercial information received in connection with the Service, and will use it only to perform under these Terms. The obligation lasts for the term of your use and for two years afterwards. It does not apply to information that is or becomes public through no fault of the receiving party, was already known without a duty of confidence, is independently developed, or must be disclosed by law or court order (in which case the receiving party will give notice where legally permitted). We may share information with sub-processors bound by confidentiality obligations as described in our Privacy Policy and DPA. Your poll content and participant responses are governed by the content licence and the DPA, not by this section.

12. Feedback

If you send us suggestions, feature requests, or other feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free licence to use it without restriction or compensation. This lets us act on good ideas without a later claim over them. It gives us no rights over your poll content or any information you mark as confidential.

13. AI Features

Some features (collectively "Pulse AI") use third-party AI models to draft questions, summarise open-text answers, and power the Studio assistant. Pulse AI is an AI system, and we label it as one where you use it. AI output ("Output") is generated automatically and can be inaccurate, incomplete, biased, or unsuitable for your purpose. **You are responsible for reviewing anything it produces before you publish or rely on it**, and it is not professional advice of any kind. To provide these features we send the relevant prompt and content to the AI providers listed on our Sub-processors page. **We do not use your content or Output to train our own models**, we route requests only to model providers that do not store prompts or use them for training, and we do not use free model tiers. Participants' open-text answers are sent only to a provider whose terms forbid keeping them or using them for training. As between you and us, you own the Output to the extent any rights exist in it, and it is treated as your content under these Terms. AI features are subject to fair-use limits and may change or be withdrawn under the Changes to the Service section. Further restrictions on how you may use AI features are in our Acceptable Use Policy.

14. Beta & Preview Features

We sometimes label a feature beta, preview, or experimental. Those features are provided as-is, may be unstable, may change or disappear without notice, and are excluded from any availability commitment. Labelling a feature beta does not, by itself, remove or reduce a refund or withdrawal

right you have under mandatory consumer law or our refund policy. Do not depend on a beta feature for anything you cannot afford to lose.

15. Third-Party Services

The Service relies on third parties, among them Whop for payment, Google for optional sign-in, and Cloudflare for delivery and bot protection. Your use of those services is governed by their own terms and privacy policies, and we are not responsible for their acts or omissions. Where you connect an outbound integration such as a webhook, Google Sheets, or Slack destination, you are responsible for the data you send to it and for having the right to send it.

16. Data & Privacy

Our collection and use of personal data is described in our Privacy Policy. By using the Service, you acknowledge that policy. For account data we are the controller; for content and responses inside a workspace, the workspace owner is the controller and we act as processor under our Data Processing Agreement, which applies automatically. Your warranties as controller of participant data are set out in the Your Content section.

17. Participants

People who join or answer a poll or live session without creating an account ("Participants") still use the Service. By joining or answering, a Participant agrees to the parts of these Terms that can reasonably apply without an account: Acceptable Use, Your Content (including that we do not endorse user content), Intellectual Property, AI Features (where used), Disclaimer of Warranties, Limitation of Liability, Force Majeure, Governing Law & Disputes, and General. The organiser who runs the session remains responsible for what they ask Participants and for their own privacy notices. Our Acceptable Use Policy and Privacy Policy also apply.

18. Termination

You may cancel your account at any time. We may suspend or terminate accounts that violate these Terms or pose security or legal risks. Upon termination, your right to use the Service ends; data deletion is handled per our Privacy Policy.

Termination by us for convenience. We may end these Terms or a paid subscription for any reason on at least 30 days' notice by email to the account holder. If we do, we refund the unused part of any prepaid term pro rata, and you may export your content and results during the notice period.

Immediate suspension. We may suspend or restrict an account, a workspace, or a single poll immediately and without prior notice where we reasonably believe there is fraud or payment abuse, a security or integrity threat to the Service or its users, systematic manipulation of votes or results, a breach of our Acceptable Use Policy that is causing ongoing harm, or a legal or regulatory obligation to act. Raising a chargeback is your right and is not by itself abuse; while a disputed charge is being investigated we may pause the paid features that charge paid for, and we ask you to contact us first because that is usually faster for you. Where we suspend, we will tell you the reason as soon as we reasonably can unless the law prevents it, and you may appeal through our contact form. Suspension for cause does not entitle you to a refund of the current term.

19. Disclaimer of Warranties

The Service is provided on a best-efforts basis. We undertake to use reasonable skill and care to keep PollsLive available and working as described, an obligation of means, not an obligation to achieve any particular result. We give no guarantee that a poll, live session, or event will run without interruption or error.

The Service is provided "as is" and "as available" without warranties of any kind, whether express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Service will be uninterrupted, timely, secure, or error-free, that results or vote counts will be accurate or reliable, that any defect will be corrected, or that the Service will meet your requirements. We do not commit to any particular uptime, capacity, or response time unless a separate written agreement says so.

You use the Service at your own risk, and we give no guarantee against loss or damage arising from that use. This includes a poll that fails to open, a live session that drops mid-event, votes or responses that are delayed, duplicated, or lost, results that prove inaccurate, and any decision you or anyone else takes on the basis of them. **You are responsible for keeping your own copies of anything that matters to you** (export tools are in Studio) and for having a fallback if a session is business-critical. Nothing in this section limits rights you have as a consumer under mandatory law.

Consumer statutory rights are unaffected. If you are a consumer, nothing in this section removes or limits rights you have by law that cannot be excluded. In the **United Kingdom** that includes your rights under the Consumer Rights Act 2015, that digital content and services be of satisfactory quality, fit for a purpose made known to us, and as described (sections 34, 36 and 49), and any term of ours is not binding on you to the extent it would exclude or restrict those rights (sections 47 and 57). In the **EU and the Netherlands** it includes your rights under Directive (EU) 2019/770 on digital content and services and Book 7 of the Dutch Civil Code. Where those rights apply, they prevail over the disclaimers above.

20. Limitation of Liability

To the maximum extent permitted by law, PollsLive shall not be liable for indirect, incidental, special, consequential, or punitive damages, nor for loss of profits, revenue, business, goodwill, opportunity, anticipated savings, or data - whether or not we were advised such loss was possible. Without limiting that, we are not liable for a disrupted or abandoned event, a poll or live session that fails to run, votes or responses that are lost, delayed, or duplicated, inaccurate or manipulated results, reputational harm, or any decision taken in reliance on the Service or on output from its AI features.

Direct damage only (business customers). If you are a business customer, we are liable only for direct damage, which means exclusively: (a) reasonable costs of establishing the cause and extent of the damage, insofar as they relate to damage for which we are liable; (b) reasonable costs of making our defective performance conform to the agreement, insofar as that defect can be attributed to us; and (c) reasonable costs incurred to prevent or limit damage, insofar as you show that they limited direct damage for which we are liable.

Liability cap. Our total aggregate liability for all claims together, on any legal ground - including breach of contract, tort (*onrechtmatige daad*), an indemnity, the Data Processing Agreement and statute - is limited to the fees paid or payable for the Service by you or your workspace in the twelve months before the event that first gave rise to liability, whether paid to us or to Whop on our behalf, excluding VAT. If nothing was paid in that period, the cap is €50. A series of connected events counts as one event. The cap applies once per workspace, not per licence, per user or per claim.

Notice of default first (business customers). Our liability for a failure to perform arises only if you promptly give us written notice of default at legal@pollslive.com, describing the failure in as much detail as possible and setting a reasonable period of at least 14 days to remedy it, and we still fail to perform after that period - unless remedy has become permanently impossible.

Reporting and lapse (business customers). It is a condition of any right to damages that you report the damage to us in writing as soon as possible, and in any event within 30 days after you discovered it or could reasonably have discovered it. Any claim for damages against us lapses twelve months after the event that gave rise to it, unless you have started legal proceedings before then.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded - including liability for damage caused by the intent, deliberate recklessness or gross negligence of our management (*opzet, bewuste roekeloosheid of grove schuld van de bedrijfsleiding*), for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or under mandatory consumer-protection law. If any exclusion or limit in this section is held unenforceable, the remainder continues to apply to the fullest extent permitted.

Consumers. If you are a consumer, the limits above apply only so far as the law allows. We do not exclude our liability entirely, and we do not shorten any statutory limitation or prescription period - in particular we do not reduce it below the periods protected by Article 6:236 of the Dutch Civil Code, and your right to bring a claim within the period the law gives you is unaffected. In the United Kingdom nothing here excludes liability for death or personal injury caused by negligence (Consumer Rights Act 2015, section 65). If you paid for a plan or an Event Pass for an event and it could not run because of a failure on our side, the exclusion for a disrupted or abandoned event does not apply to you. If any part of this section is held void or unenforceable against you, the remainder continues to apply, and the offending part is treated as replaced by the closest lawful equivalent. The direct-damage definition, the notice of default and the reporting and lapse periods in this section do not apply to you.

21. Indemnification

If you use the Service in the course of a business, you agree to indemnify and hold PollsLive harmless from third-party claims, damages, and reasonable costs (including legal fees) arising from the content you publish through the Service, participant data you collect, your violation of these Terms (including the Acceptable Use Policy and the regulated-data rules), or your violation of applicable law. This paragraph does not apply to consumers where such an obligation is not permitted by mandatory law.

Regulated data collected in breach. If you collect protected health information, cardholder data, government identity numbers, or other data the Service is not designed for, in breach of the Acceptable Use Policy, you do so at your sole risk. That is a material breach. You will indemnify PollsLive for resulting claims, regulatory fines, and reasonable costs, to the maximum extent permitted by law, because the Service expressly forbids that use. For consumers this obligation applies only so far as mandatory law allows.

Our intellectual property indemnity. If you are on a paid plan, we will defend you against a third-party claim that the PollsLive platform itself (as we provide it, not your content, Output, or a combination with non-PollsLive software or data) infringes that party's intellectual property rights, and we will pay damages finally awarded against you or agreed in a settlement we approve, provided you give us prompt written notice, reasonable cooperation, and sole control of the defence. This does not apply to the free plan, to claims that do not specifically identify the Service, to claims arising from your content or Output, from your breach of these Terms, or from combining the Service with anything we did not supply. If such a claim is brought or threatened, we may modify the Service to avoid infringement, or terminate the affected paid access and refund any unused prepaid fees for the remaining term. This is your exclusive remedy for platform intellectual-property infringement claims against you.

22. Force Majeure

We are not liable for any failure or delay in performance caused by events beyond our reasonable control, including natural disasters, war, terrorism, labour disputes, internet or power failures, hosting or upstream provider outages, or acts of government. If such an event continues for more than 30 days, either party may terminate affected subscriptions with effect from the end of the paid-up period.

23. Changes to These Terms

We may modify these Terms, for example to reflect a change in the Service, in the law, in our processors, or in our business. The current version is always on this page with its effective date, and we will provide the previous version on request.

For **material** changes (anything that meaningfully reduces your rights or increases your obligations), we will give at least **30 days' advance notice** before they take effect, by a notice on the Service and by email to account holders where we hold a verified address. For **non-material** changes (clarifications, corrections, typographical fixes, or new sections that do not affect existing rights), the revised Terms take effect when posted.

We may make a change with **immediate effect** where it is required to comply with the law, a court order, or a regulator's direction, or to address a security, fraud, or abuse risk. We will tell you as soon as we reasonably can afterwards.

If you do not accept a material change, you may reject it by cancelling your subscription and stopping use of the Service before it takes effect; your current paid term continues under the previous Terms until that term ends. Continued use after the effective date constitutes acceptance. Changes are not retroactive and do not apply to any dispute that arose before they took effect. Nothing in this section overrides the mandatory rights of consumers in the EU, the UK, or your country of residence.

24. Governing Law & Disputes

These Terms are governed by the laws of the Netherlands. Disputes will first be addressed through good-faith negotiation. For business customers, unresolved disputes fall under the exclusive jurisdiction of the District Court of Rotterdam (Rechtbank Rotterdam), the Netherlands. If you are a consumer, this does not deprive you of the mandatory protections of the law of your country of residence; you may bring proceedings in the courts of that country as well as in the Netherlands, and we will bring proceedings against you only in the courts of your country of residence. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Arbitration for business customers outside the EU and EEA. If you are a business customer established outside the European Union and the European Economic Area, any dispute arising out of or in connection with these Terms or the Service will be finally settled by arbitration under the Arbitration Rules of the Netherlands Arbitration Institute (NAI), instead of by the court named above. The tribunal has one arbitrator, the place of arbitration is Rotterdam, the Netherlands, and the proceedings are in English. Either party may still ask a competent court for urgent interim measures.

Jury and class waivers (business customers). To the extent permitted by law, if you are a business customer, you and we each waive any right to a trial by jury, and any dispute will be brought and decided only on an individual basis, not as a plaintiff or class member in any class, collective, consolidated or representative action. These waivers do not apply to consumers.

25. General

Assignment. You may not assign or transfer these Terms without our written consent. We may assign them to an affiliate, or in connection with a merger, acquisition, or sale of assets, on notice to you; your rights under them are unaffected.

Entire agreement. These Terms, together with the policies they link to, form the entire agreement between us regarding the Service and supersede any earlier understanding. Any term in your purchase order, vendor questionnaire, or other customer paper is rejected and void unless we have signed it. Order of precedence: (1) a signed Order Form or other agreement we counter-sign, (2) these Terms, (3) linked policies. Where these Terms conflict with a linked policy, these Terms prevail unless that policy says otherwise or mandatory law requires.

No waiver. If we do not enforce a provision, that is not a waiver of our right to enforce it later.

Survival. The sections on your content licence, intellectual property, confidentiality, feedback, disclaimers, limitation of liability, indemnification, disputes, and this section survive termination of your account.

Notices. We may give notice by email to the address on your account, by a message in the Service, or by posting on this site, and you consent to receiving contractual notices electronically. Notices to us go to support@pollslive.com; legal notices, including notices of a claim, go to legal@pollslive.com.

Export & sanctions. You confirm that you are not located in, or acting on behalf of anyone in, a country or on a list subject to EU, UN, UK, or US sanctions or export controls, and that you will not use the Service in breach of them.

No agency. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between us.

No third-party beneficiaries. These Terms are for the benefit of you and PollsLive only and do not create rights for any other person, except that our affiliates and personnel may rely on the disclaimers, liability limits, and indemnities.

26. Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and, where necessary, replaced by a valid provision that most closely matches its intent; the remaining provisions remain in full force and effect.

27. Translations

These Terms and our other legal documents are drafted in English and provided in other languages for convenience only. If there is any inconsistency between the English version and a translation, the English version prevails to the extent permitted by mandatory law in your country of residence.

28. Contact

Questions about these Terms: use our contact form or email support@pollslive.com.