

Modified: March 26th 2024

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. Your account is personal and for your use only, whether in a private or professional capacity, and your account may not be shared with or used by other people.

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.

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!.

All trademarks displayed on the Kahoot! Platform are the sole property of Kahoot! or its licensors. The Agreement does not grant you any rights to use any mark for any purpose, whether for commercial or non-commercial use.

Kahoot! reserves the right to upgrade and/or change the Services at any given time. Upgrades may regularly be notified to you either by email your registered email account, in-App or in-Service notifications.

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 or subscriptions to Verified Creator channels.

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 website.

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 or to the extent permitted by applicable law, 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 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 Right to Withdraw

If you are a Consumer you may cancel your Service Plans within 14 days from the day you subscribed, depending on your jurisdiction.

If you want to use your right to withdrawal, send your cancellation to us within the 14 day period. If the 14 day period ends on a Saturday, Sunday or any public holiday, the period is extended to the next working day.

If your cancellation is made within the 14 day period, the cancellation is timely. The burden of proof for making a timely cancellation rests with you. You should therefore cancel in writing. You can use our [support request form](#) to cancel your subscription.

You may test the Services to determine the nature, characteristics, or functions of the Services before using your withdrawal right. We cannot charge you for using your right to withdrawal, and we will refund you all payments made to Kahoot! for the Services, without undue delay.

Exception for Content Subscriptions

However, if you are a Consumer purchasing Content Subscriptions or other content, you will lose your right to withdraw and receive a refund since you gain access to the content immediately. You will be asked through the purchase process to consent to the delivery of the Services starting immediately, and to acknowledge that the right of withdrawal therefore does not apply.

5.4 Cancellations

If you do not wish to renew your Subscription Period for a Paid Service Plan or Content Subscriptions, you are entitled to cancel your Paid Service Plan and/or Content Subscriptions before the end of your current Subscription Period. If you are a consumer in Norway, we will notify you of your right to cancellation every sixth month during your Subscription Period, either by email to your registered email account, in-App or in-Service notifications. You can cancel by notifying customer service [here](#). 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).

5.5 Upgrades and downgrades

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

Upon upgrading, your Paid Service Plan will be subject to the new subscription term. You will be credited for any remaining term under your previous Paid Service Plan.

5.6 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 not be effective until 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.

If you are a Consumer in Norway Kahoot! will notify you of a price change within reasonable time before it becomes effective, either by email to your registered email account, or by in-App or in-Service notifications. If the price change exceeds the annual change of the consumer price index in Norway, you may terminate the Agreement with effect from when the price change starts to run.

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.

5.7 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.

5.8 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.

5.9 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. User content

6.1 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 as reasonably necessary: (a) to provide, maintain, update and develop the Services, including development of new functionality and services connected to 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! as explained herein, or otherwise in accordance with Kahoot!'s Privacy Policy (as applicable).

6.2 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.

6.3 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.

6.4 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.

7. Verified creators on Kahoot!’s Marketplace

7.1 Verified Creators

The Kahoot! Marketplace allows a [Verified Creator](#) to offer Marketplace Content for sale or subscription to other Kahoot! users.

7.2 Publication of the Marketplace Content

Marketplace Content is created and submitted to Marketplace online by Verified Creators for the fee determined by the Verified Creator in accordance with the Clause below. Publication of any Marketplace Content is subject to Kahoot!’s review and approval in Kahoot!’s sole discretion.

Once submitted, Kahoot! is granted a license to the Marketplace Content to the extent necessary to display, reproduce and otherwise use the Marketplace Content in question in order to make it available to Kahoot! users on the Marketplace.

Marketplace Content purchased by users are available to such users for one (1) year following the date of purchase.

7.3 Marketplace Content Requirements

Verified Creators represent and warrant that all Marketplace Content and Vanity URLs comply with this Agreement, including without limitation any applicable Kahoot! guidelines for content, the [Kahoot! Acceptable Use Policy](#) and the [Editorial Guidelines](#), and that Verified Creators have the necessary rights to submit the Marketplace Content on the Marketplace.

Verified Creators control the availability of their submitted Marketplace Content and are free to remove it from the Marketplace at any time. However, users who have already purchased Marketplace Content maintain access throughout their applicable subscription period.

Kahoot! reserve the right to remove any Marketplace Content and Vanity URLs in violation of the applicable law, third party intellectual property rights, or this Agreement, including without limitation the applicable Kahoot! guidelines for content.

Kahoot! will promote, market and highlight the submitted Marketplace Content or Vanity URLs at its sole discretion.

7.4 Prices and Payout Rates

The price points, payout rates and other commercial terms applicable to Verified Creators and purchasers of Marketplace Content are detailed [here](#).

Verified Creators shall choose the preferred price points for users for their Marketplace Content as part of the submission process for the Marketplace Content in question. Marketplace Content may also be offered for free. The price points available depend on the Verified Creator's Service Plan.

Verified Creators will be entitled to a payout rate depending on their Service Plan for each sale of Marketplace Content, payable at the end of each payout period. The payout rates may be adjusted upon prior written notice from Kahoot!, and the adjusted rates will apply from the beginning of the next payout period.

Verified Creators who submit Marketplace Content in violation of this Agreement will not be entitled to payout.

7.5 Kahoot! Option to Purchase Marketplace Content

Kahoot! may offer to purchase a license to selected Marketplace Content from Verified Creators for a fixed, one-time payment. In the event that the amount offered by Kahoot! is accepted by the Verified Creator in writing, you hereby grant Kahoot! a perpetual, irrevocable, worldwide and royalty-free license to use the selected Marketplace Content for Kahoot!'s own purposes, including without limitation incorporating the Marketplace Content into other Kahoot! offerings such as the Kahoot!+ AccessPass, and to promote, sell or bundle the Marketplace Content with other Kahoot! offerings.

For the avoidance of doubt, in the event that Kahoot! is granted a license to Marketplace Content pursuant to this Clause, the Verified Creator will still be entitled to payout for sales to users of the Marketplace Content in question.

7.6 Payment

Verified Creators shall set up an account with a third party payment provider designated by Kahoot! as part of the onboarding process, and Kahoot! will facilitate payment of all payouts through such third party payment provider. Verified Creators are solely responsible for ensuring that their user information, including the information pertaining to the payment provider in question, is correct and up to date.

7.7 Changes to Service Plans

In the event that a Verified Creator changes to a Free Service Plan, the Verified Creator will no longer be able to offer Marketplace Content for sale on the Marketplace and any Marketplace Content already submitted will be removed. Users who have purchased Marketplace Content from the Verified Creator, will maintain access to such Marketplace Content until the end of their subscription period.

In the event that a Verified Creator makes any other changes to its Service Plan or other factors that are relevant in determining the right to payout in accordance with these Terms, such changes shall take effect from the beginning of the next payout period.

8. Third Party Applications

The Services are integrated with Third-Party Applications that make available content, products, and/or other services to You. Use of Third-Party Applications is optional. If You choose to enable or use any of these Third-Party Applications, Your use of such Third-Party Applications will be governed by and subject to the respective terms and conditions and privacy policies of each such Third-Party Application (including, but not limited to, the YouTube Terms of Service located [here](#) and GIPHY User Terms of Service located [here](#)). You understand and agree that Kahoot! does not endorse

any such Third-Party Application, nor shall Kahoot! be liable for any Third-Party Applications under any circumstances, including the failure of any such Third-Party Applications.

9. 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.

10. Data protection

Where Kahoot! is acting as a data processor under applicable law, the Data Processing Agreement located [here](#) shall govern with respect to its processing of personal data in connection with this Agreement.

11. 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 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.

12. 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.

13. 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.

14. 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 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.

15. 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.

16. Miscellaneous

16.1 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.

16.2 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.

16.3 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.

17. 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.

18. 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.

19. 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.

“**Consumer**” means a natural person, who is not subscribing to or using the Services for commercial purposes.

“**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! AS.

“**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.

“**Marketplace**” means Kahoot!’s online marketplace for Kahoot! content.

“**Marketplace Content**” means selected Kahoot! content for sale to other users, which may be part of a channel, created by Verified Creators and made available to other users for free or purchase on Kahoot! Platform.

“**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.

“**Vanity URL**” means a Verified Creator’s URL on Marketplace where the Verified Creator has chosen a word or phrase to replace sections of the URL, for instance the chosen URL for the Verified Creator’s channel.

“**Verified Creator**” means a Kahoot! user with a Paid Service Plan who has been verified in accordance with Kahoot!’s verification process found [here](#).

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