

B2B Terms of Service

Last updated January 19, 2023. Effective from February 18, 2023.

Legal Terms of Service

Your use of the Service is governed by the following terms of service ("Terms"). Please review the Terms carefully before using the Service. Do not use the Service if you do not accept the Terms. You can only accept these Terms if you are a business or acting on behalf of a business.

Interpretation

In these Terms, unless the context requires otherwise:

- words importing the singular number include the plural number and vice versa;
- words importing persons include firms, companies and corporations and vice versa;
- the headings to the clauses, schedules and paragraphs of these Terms will not affect the interpretation;
- any obligation on any party to do or not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.

Plain-English Terms of Service

Welcome to Slido! We've done our best to explain any legalese in simple words on this side. It is the language on the left that's the legally binding stuff. You can only use this Service if you are a business and you have accepted these Terms. If you are not a business or acting on behalf of one, or if you do not agree to the Terms, please do not use the Service.

1. Service

1.1. sli.do s. r. o., Vajnorská 100/A, 831 04 Bratislava, Slovakia (European Union), Company ID: 47333421, VAT ID: SK2023838806, tel: +421 2 33 057 224, registered in the Commercial Register maintained by the Municipal Court in Bratislava III, Section Sro, Insert 91022/B (“Slido”) offers a software as a service solution provided through a cloud based platform that enables real-time active engagement of participants at a meeting, training, workshop or event (“Event”) organised by an organiser (together “Service”). The Service runs thanks to the “Underlying Systems” meaning the Slido software, IT solutions, systems and networks (including software and hardware) owned by Slido and Slido’s licensors and used to provide the Service, including any third party solutions, systems and networks and any software components Slido may make available, via app stores or other channels, as part of or related to, the Service (“Components”).

1.2. The Service can be accessed through an electronic device with internet connection by going to sli.do or sli.do (“Website”) or the Slido mobile application (“Mobile App”).

1.3. There are several types of plan offered under the Service, available at sli.do/pricing. Except for the Basic plan, a payment of a fee according to the fees and payment section of these Terms is required.

1.4. After choosing their preferred plan, an organiser will need to sign up using their name, surname, an individual email address and a password via the Website or the Mobile App and create an account in order to create an Event via the Service and use the features of their chosen plan.

1.5. The organization that an organiser represents in agreeing to the Terms is our customer (“Customer”). The organiser represents and warrants that the organiser:

- is an authorized representative of the Customer and has full legal authority to bind the Customer to these Terms;
- has read and understands these Terms; and
- agrees on Customer’s behalf to these Terms in their entirety.

The organiser explicitly indicates and accepts that the Service is for professional use only and that this is a business transaction to which consumer rules do not apply.

1.6. Customer cannot be a consumer and the Terms are governed by the Commercial Code.

1. Service

Slido offers a service that enables real-time active engagement of participants at an event. You can access the Service through your electronic device with internet by going to sli.do.

Your level of service will depend on your chosen plan. The plans you can choose from are available at sli.do/pricing.

The use of the service is free for participants and they don’t need to register anywhere. They just enter the event code (and a password if applicable) and they’re good to go. An organiser, representing their business, needs to create an account through sli.do by signing up. In doing so, the organiser agrees to these Terms on behalf of the business.

1.7. Subject to the limitations of the chosen plan, Customer may authorize any person to be an organiser or a participant. The Customer, the Customer's organisers and the Customer's participants are, collectively, users of the Service ("Users").

1.8. In order for a participant to start using the Service, the participant does not need to sign up. The use of the Service is free for participants.

1.9. Subject to clause 12., Slido tries to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The Customer will be able to check the availability of the Service and timing of scheduled maintenance at status.slido.com.

1.10. Slido may contact the Customer to send the Customer emails directly or indirectly relating to the Customer's use of the Service.

2. Beta Service

2.1. Slido sometimes launches new or redesigned parts of the Service that need some time to be tested and improved before they are offered as the "real deal" ("Beta Service"). The BETA label is displayed on such a new Service to show it is being tested - it may not work for everyone. Most BETA Services are free, but some may be paid.

2.2. Use of the Beta Service is subject to these Terms and any additional terms that Slido may, in Slido's sole discretion, specify from time to time.

2.3. Use of the Beta Service is only permitted for the period designated by Slido. Slido may terminate the Customer's right to use the Beta Service at any time and for any reason in Slido's sole discretion, without any liability to the Customer. In case of the paid Beta Services, Customer will be refunded for any unused Service pro rata.

2.4. Customer understands that any pre-release and Beta Service are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available products.

2.5. Slido makes no promises that any Beta Service will ever be made generally available.

2.6. Except as otherwise provided in these Terms and the [Security Appendix](#), Slido is providing any Beta Service to Customer "as is." Slido makes no warranties of any kind with respect to Beta Service, whether express, implied, statutory or otherwise. To the maximum extent permitted by applicable law, Slido disclaims all obligations or liabilities with respect to Beta Services, including but not limited to any support and maintenance, warranty, and indemnity obligations.

2.7. Enterprise plan allows Customers to opt out of Beta Services.

2. Beta Service

There are additional parts of the Service offered in BETA, and the rules applicable to the Beta Service differ. You do not have to use the Beta Services if you do not wish to. Please do not use the Beta Service if you do not agree to the Beta Service terms. If you have an Enterprise plan you can opt out of Beta Service.

3. Customer Data

3.1. We may collect the following Customer Data that Customer or Customer's Users submit to us through the Services or that is collected automatically:

| | CATEGORY | WHAT DOES IT MEAN |
|---------------|-----------------------|---|
| CUSTOMER DATA | Content data | Questions, Polls, Ideas and any other Event content which Users submit via the Service in their sole discretion. |
| | Collateral event data | For example the event name, date. |
| | Purchase data | Slido plan and price - simply said, who bought what and billing details. |
| | Payment data | Typically information about the payment card, but we do not collect such information, it is collected directly by the payment gateway. |
| | Contact data | Such as User profile data (e.g. name, email) address data of people reaching out to us. |
| | Voice | Such as recordings of support or user research calls. |
| | Technical data | Data collected automatically when you use our Services, such as device data, log data, location information, cookies. |

3.2. Customer is and continues to be the owner of all Customer Data.

3.3. In order to use their chosen plan, Customer (for itself and Users) grants to Slido free of charge a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, disclose, perform, import and display Customer Data for the duration of the provision of the Services:

- as reasonably necessary to provide, maintain, improve the Services according to the Terms incl. Slido Privacy ("Slido Privacy") (incl. preventing or addressing Service, security or integrity, support or technical issues);
- as otherwise expressly permitted by Customer;

3. Customer data

You own all your data at all times and decide on the level of privacy. Slido treats all your data according to the principles of confidentiality and protects it – see how in our [Security Appendix](#). Slido handles your personal data in accordance with [Slido Privacy](#) and the [Data Processing Addendum](#). If you have an Enterprise plan we won't use your data for Service improvement.

- as reasonably necessary to protect from harm or illegal activities or to respond to an emergency which Slido believes in good faith requires Slido to disclose Customer Data to assist in preventing a death or serious bodily injury; and
- to comply with applicable law, law enforcement or to exercise or defend legal claims.

Customer represents and warrants that it has secured all rights in and to Customer Data from the Customer's Users as may be necessary to grant this license.

3.4. Only anonymous and aggregated Customer Data may be used for the improvement of our Services. Content data in Enterprise plans is not used for Service improvement purposes.

3.5. The Service allows Customer to set certain privacy settings to their Event. Customer Data in Events which do not require authentication is public. When authentication is required by Customer, Customer Data is only shared with:

- The Customer and Customer's Users; and
- Slido staff and subprocessors and service providers.

3.6. Slido's use of Customer Personal Data specifically shall also be governed by Slido Privacy and Data Processing Addendum ("DPA"). Please read the Slido Privacy and the DPA, which are hereby incorporated into and made a part of these Terms by this reference as though fully set forth herein.

3.7. Slido will take standard industry measures to back up all Customer Data stored using the Services.

3.8. Protection of Customer Data is a top priority for Slido so Slido will maintain administrative, physical, and technical safeguards described in our Security Appendix. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by Slido personnel. Before sharing Customer Data with any of Slido's subprocessors and service providers, Slido will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Customer (not Slido) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control or when Customer chooses to use unencrypted gateways to connect to the Services.

4. Confidentiality

4.1. "Confidential Information" means non-public information that a party designates as being confidential to the receiving party or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential by the receiving party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including Customer Data, Slido security documentation, released or unreleased disclosing party software or hardware products, the marketing or promotion of any disclosing party product, disclosing party's business policies or practices, and information received from others that disclosing party is obligated to treat as confidential.

4.2. The parties agree that Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available without the receiving party's breach of any obligation owed the disclosing party under these Terms; (b) is rightfully acquired by or known to the receiving party prior to disclosure by the disclosing party without an existing confidentiality obligation; (c) is known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party under this clause 4; or (d) was independently developed or acquired by any employee, director, affiliate, professional advisor, agent, independent contractor, data sub-processor, and consultant ("Representative") of the receiving party without access to the Confidential Information of the disclosing party.

4.3. The party receiving any Confidential Information of the disclosing party shall not disclose such information to third parties for three (3) years following the date that the disclosing party first discloses such Confidential Information pursuant to these Terms, except that the receiving party may disclose Confidential Information: (i) to its Representatives on a need-to-know basis, provided that the receiving party has executed appropriate written agreements with each such Representative sufficient to enable compliance to the same or greater degree as required under this clause 4 or in case of professional advisors, these have to be bound by ethical duties respecting Confidential Information in accordance with the terms of this clause 4; or (ii) in accordance with a judicial or other governmental order or request, provided the receiving party shall, as far as legally possible, give the disclosing party reasonable opportunity to seek a protective order, or obtain written assurance from the applicable judicial or governmental entity that will afford the Confidential Information of the other party the highest level of protection afforded under applicable law or regulation. A list of Slido's subprocessors and service

4. Confidentiality

Slido treats all your data according to principles of confidentiality and we expect the same treatment from you, if we send you some confidential information.

providers is available at www.slido.com/terms#service-providers.

4.4. The receiving party shall be responsible for any failure by any of its Representatives to comply with any of the terms of this clause 4.

4.5. The receiving party shall take reasonable security precautions, no less than reasonable care, to keep confidential the Confidential Information of the disclosing party.

4.6. The receiving party agrees not to disclose, reproduce, summarize and/or distribute the Confidential Information of the disclosing party except in pursuance of the receiving party's business relationship with the disclosing party, and only as otherwise provided hereunder.

4.7. The receiving party shall notify the disclosing party without undue delay upon discovery of any unauthorized use or disclosure of the disclosing party's Confidential Information, or any other breach of this clause 4 by the receiving party or its Representatives.

4.8. The receiving party shall, at the disclosing party's request and option, return or delete all originals, copies, reproductions and summaries of the Confidential Information of the disclosing party. Notwithstanding anything to the contrary in this clause 4.8., neither of the parties shall be obligated to delete Confidential Information that is contained in an archived computer system backup; provided, however, that any such Confidential Information shall be subject to the terms and conditions of this clause 4 and shall be automatically deleted on a permanent basis on the expiry of the period of the archived computer system backup.

4.9. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the disclosing party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4.10. The terms of confidentiality under these Terms shall not be construed to limit the receiving party's right to independently develop or acquire information products without use of the disclosing party's Confidential Information.

4.11. All Confidential Information is and shall remain the property of the disclosing party. By disclosing Confidential Information to the receiving party, the disclosing party does not grant any express or implied right to the receiving party to or under any patents, copyrights, trademarks, trade secret

information or any other intellectual property right, except as otherwise specifically provided herein.

4.12. The receiving party understands and acknowledges that the disclosing party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or other information provided to the receiving party, except as otherwise specifically provided herein.

5. Customer obligations and warranties

5.1. Customer shall ensure that the use of the Service by the Customer and each of Customer's organiser and participant is in compliance with these Terms. Paid plans allow Customer to set certain privacy and participant control settings (e.g. moderation).

5.2. Customer warrants that Customer has full power and authority to enter into and perform the Customer's obligations under the Terms.

5. Customer obligations and warranties

As a Customer you're responsible for your users, we do not have a direct relationship with the users themselves.

6. Authorised use

6.1. Customer shall ensure that information provided to Slido as reasonably requested by Slido and relating to the provision of the Services shall be accurate, complete and up to date. Customer shall use commercially reasonable efforts to keep this information accurate, complete and up to date.

6.2. Customer is responsible for all activity that occurs under the organiser's account. Organiser's access credentials shall be kept confidential and if the Customer or the Customer's organiser knows or suspects that anyone other than the organiser knows the organiser's access credentials, Customer shall promptly notify Slido. Customer shall ensure an organiser does not assist anyone else in accessing the organiser's account on an unauthorized basis, including by sharing, publicly offering, selling, or offering to sell the organiser's access credentials to third parties or otherwise in breach of these Terms; create more than one account to access the Service except as expressly permitted by Slido; or transfer the organiser's account to any third party or otherwise commercially exploit the Service.

6.3. Customer shall not and shall ensure the Customer's Users do not use the Service in contravention of these Terms, the requirements of any applicable national, state, provincial and local laws, ordinances, regulations and codes, orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any regulator that are applicable to the Users, their affiliates, the Service or any other matters relating to the subject matter of these Terms. This applies specifically, but not exclusively, to data protection or privacy laws, export control laws etc.

6.4. Customer shall not and shall ensure the Customer's Users do not attempt to access or use the Service in a manner that may harm Slido or any third party or interfere with the functionality or operation of the Service or Underlying Systems, including, but not limited to:

- attempting to undermine the security or integrity of the Service or the Underlying Systems;
- attempting to probe, scan or test the vulnerability of the Underlying Systems or to breach security or authentication measures;
- overloading, "flooding", "mailbombing", "crashing";
- misusing the Service in any way which may impair the ability of any other user to use the Service etc;
- "framing", "mirroring," or otherwise incorporating any part of the Service into any other website without Slido's prior written authorization.

6.5. Customer shall not and shall ensure the Customer's organisers do not use the Service to collect from the

6. Authorised use

Your Users shouldn't lie about who they are, shouldn't share their account access credentials, shouldn't break any laws, shouldn't do anything that may hurt Slido or any third party and shouldn't input any objectionable data through the Service. The Service is not meant for sensitive data. Third parties have their own relationship with you.

participants any sensitive personal data or any of the following information:

- social security number;
- driver's license number;
- State identification card number or passport number;
- financial account number;
- credit, debit or other payment card number; or
- security code or password.

Customer shall also ensure Event name does not contain any personal data.

6.6. Customer shall ensure the Customer's Data:

- does not contravene any of these Terms, the requirements of any applicable national, state, provincial and local laws, ordinances, regulations and codes, orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any regulator that are applicable to the parties, their affiliates, the Service or any other matters relating to the subject matter of these Terms; especially but not limited to, requirements relating to intellectual property rights, privacy, publicity, prohibition of impersonation, libel, discrimination;
- does not contain advertising or a solicitation;
- is not otherwise objectionable (i.e. abusive, threatening, sexually-explicit, inciting violence, spamming, offensive, etc.).

6.7. Customer shall notify Slido without undue delay if Customer or Customer's organiser becomes aware or receives any notification of an accusation of any infringement connected to the Service.

6.8. The Service interoperates with a range of third party service features (e.g. integrations) and may link to third party websites or feeds that are connected or relevant to the Service (together "Third Party Services"). Where an organiser switches an integration on for their Users, the organiser is responsible for providing sufficient notices, obtaining appropriate consents, complying with all Third Party Service terms and complying with all applicable laws. Customer consents with and instructs Slido to transfer data to Third Party Services (if required to effect the Third Party Services) pursuant to applicable laws. Customer acknowledges sole responsibility for, and assumes all risk arising from, use of or integration with any Third Party Services; and adherence to their respective terms of use.

7. Intellectual property

7.1. Customer agrees and acknowledges that the title to all intellectual property rights in Slido, the Service, the Underlying Systems, including but not limited to all of the contents, such as text, images, audio, and the HTML used to generate the pages, is and remains the property of Slido and Slido's licensors. Except as expressly set forth in these Terms, no User acquires any rights, licences or goodwill in any of Slido's intellectual property rights. Customer shall not and shall ensure Customer's Users do not:

- alter, enhance, or make derivative works of Slido, the Service, or any of the Underlying Systems;
- reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Service or any of the Underlying Systems;
- sell, transfer, publish, disclose, display or otherwise make available anything protected by intellectual property rights of Slido and any related products including any modifications, enhancements, derivatives, and other software and materials provided hereunder by Slido or copies thereof to others in violation of these Terms;
- display or use the Slido name or logo in any manner without Slido's prior written permission.

7. Intellectual property

Slido and/or third parties own all IP in the Service and everything connected to it. You don't get any rights to any Slido IP – you just use it as a service. You agree to respect all Slido's IP rights and not do anything inconsistent with them.

8. Feedback

8.1. If a User provides Slido with ideas, comments or suggestions relating to the Service or the Underlying Systems (“Feedback”), all intellectual property rights in that Feedback, and anything created as a result of that Feedback (including new material, enhancements, modifications or derivative works), are owned solely by Slido.

8. Feedback

We care about your suggestions for improvement! Slido wants to be able to use your feedback to improve the Service so we need you to agree that Slido will own everything that’s created thanks to your feedback.

9. Publicity

9.1. Unless Customer requests Slido not to (via an email to support@slido.com), Customer agrees to grant Slido the right to use and display Customer's name, logo and Feedback on the Website and in other marketing and promotional materials solely in connection with our respective activities under these Terms.

9. Publicity

Slido can use your name and logo for marketing purposes, unless you opt out.

10. Consequences of breach of clauses 5 and/ or 6 and/ or 7

10.1. An infringement or breach of any of the obligations by a User contained in clauses 5 and/ or 6 and/ or 7 is considered a breach of the Terms and Slido shall be entitled to edit (without compromising the integrity of) or remove that User's Data and/ or unilaterally terminate that User's access to the Service with immediate effect and/ or cancel that User's accounts, as reasonably appropriate without any obligation on Slido to refund the Customer.

10.2. Customer shall be liable for any losses or damages resulting from any infringement or breach of clauses 5 and/ or 6 and/ or 7 by the Customer and/ or the Customer's Users. Customer agrees to indemnify, hold harmless and defend Slido and its officers, directors, employees and agents from any claims, damages, losses, liabilities, and all costs and expenses of defence, including but not limited to, attorneys' fees, resulting directly or indirectly from any claim by a third party that arises in connection with Customer's and/or the Customer's Users' use of the Service and/ or Third Party Service in contravention of these Terms.

10.3. The Parties acknowledge that monetary damages may not be a sufficient remedy for the infringement or breach of clauses 5 and/ or 6 and/ or 7 and that Slido shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10. Consequences of breach of clauses 5 and/ or 6 and/ or 7

If you breach your obligations, Slido can terminate your access to the Service and remove your data. You will be liable for all resulting losses and damages and Slido can ask the courts for an injunction or other equitable remedies where damages wouldn't be sufficient to cover all losses. If third parties are harmed and sue Slido, you will indemnify Slido for this.

11. Slido's obligations and warranties

11.1. Upon Customer's payment of the fees according to the fees and payment section of the Terms, Slido will grant Customer a limited, revocable, non-transferable, non-exclusive non-sublicensable licence to access and use the Service and the object code version of any Components according to these Terms. Customer may allocate or distribute the rights granted under this clause to Customer's Users, subject to the limitations of their chosen plan.

11.2. Slido shall provide the Service in accordance with these Terms and all applicable laws, in particular but not limited to laws on data protection, tax, anti-bribery, anti-corruption and anti-money laundering.

11.3. Slido warrants that it has the right and necessary title to provide the Service.

11.4. Slido warrants that it has full power and authority to enter into and perform its obligations under these Terms.

11. Slido's obligations and warranties

Slido agrees to provide the Service to you and comply with the Terms and all applicable laws.

12. Disclaimers and limitations of liability

12.1. Due to the nature of the Service, except as provided in these Terms and the [Security Appendix](#), the Service is provided on an 'as is' and 'as available' basis.

Specifically:

12.2. Slido does not guarantee the accuracy, truthfulness, completeness, or usefulness of any data.

12.3. Slido acts as a “passive conduit” of communications between Users and does not have the obligation to pre-screen any Customer Data. Any opinions, advice, statements, service, offers, or other information contained in Customer Data are those of the respective author(s) or distributor(s) and not of Slido.

12.4. Slido will use commercially reasonable efforts to make the Services secure, free of viruses or other harmful code, uninterrupted and error free, however, Slido provides no warranty as to this.

12.5. Slido makes no representation concerning the quality of the Service and does not promise that the Service will interoperate perfectly with every operating system, browser or electronic device. Every user is different, and Slido does not guarantee that the Service will meet Users' needs or requirements or the needs or requirements of any other person or the needs or requirements set forth in any documentation.

12.6. Slido is not responsible for malfunctioning or inapplicability of the Service provided pursuant to these Terms due to improper use or a combination of the impact of technical equipment, software or malicious programs on Customer's or User's side.

12.7. Internet connection sufficient to the number of participants is vital for the smooth and seamless running of the Service - without an appropriate internet connection Users may not be able to extract full benefits of the Service. Customer is responsible for the internet connection and equipment necessary to access and use the Service. Slido cannot be held responsible for malfunctioning caused by inadequate internet connection or equipment.

12.8. Slido does not make any warranty or representation on the availability or quality of Third Party Services or any content in or from Third Party Service and excludes all liability in connection with them that arises due to no fault of Slido. If a third party ceases to provide or ceases to make Third Party Service available on reasonable terms, or if Slido so decides, Slido may cease to make available that Third Party Service to Users, and Users are not entitled to any refund, discount or

12. Disclaimers and limitations of liability

Where the law allows this, the Service is provided “as is” and “as available” and all guarantees and warranties not provided in these Terms and the relevant Policies are excluded. Slido only accepts limited liability for direct losses. The maximum aggregate liability of Slido under the Terms must not be higher than the amount of the fees paid by you under the Terms in the previous year.

other compensation from Slido. For the avoidance of doubt, this clause does not apply to Slido's subprocessors and service providers providing parts of the Service as such.

12.9. Slido expressly disclaims any liability or claims that may arise between Users of the Service, including, but not limited to, disputes between Customer, organisers and participants. Users are solely responsible for their interactions and any disputes that arise from interactions with any of the foregoing.

12.10. Except for the obligations and warranties set out in these Terms, Slido excludes and Users waive all other representations, conditions, terms, guarantees and warranties, express, implied or collateral, arising by operation of law or otherwise, including but not limited to implied warranties, terms or conditions of satisfactory quality or fitness for a particular purpose or conformance to description or sample, except to the extent such representations, conditions, terms, guarantees or warranties may not be excluded by law. To the extent that they cannot be excluded, the liability of Slido for any breach is limited, at Customer's discretion, to:

- supplying the Service again; and/or
- refunding the Customer for the Fees paid.

12.11. The maximum aggregate liability of Slido under or in connection with the Terms or relating to the Service, whether in warranty, contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed an amount equal to the Fees paid or to be paid by the Customer under the Terms in the current 12 months. The cap in this clause includes the cap set out in clause 12.10.

12.12. Slido shall not be liable to Customer for any indirect, incidental, special, consequential, exemplary or punitive damages, including but not limited to damages for lost profits, contracts, revenues, savings, income, business, use, data (including Customer Data), and/or goodwill arising out of or in connection with these Terms, however caused (including through negligence) and regardless of whether Customer has been informed of the possibility or likelihood of such damages arising.

12.13. For the avoidance of doubt, nothing in these Terms limits or excludes any liability of Slido for death or personal injury caused by its negligence, for fraud or for any other liability that cannot be lawfully excluded or limited under applicable law and all disclaimers and limitations of liability only apply to the maximum extent permitted by applicable law.

13. Fees and payment

13.1. Customer agrees to pay the applicable fee for the Customer's chosen plan as provided in Slido pricing available at [slido.com/pricing](https://www.slido.com/pricing) or, if a different fee is agreed between Slido and the Customer, the Customer agrees to pay the agreed fee (the "Fee").

13.2. Slido reserves the right to update Slido pricing at [slido.com/pricing](https://www.slido.com/pricing) at any time at its sole discretion.

13.3. The following ways of purchasing the Service are available:

- Online via payment by card.
- By contacting Slido and sending Slido all the information and contact details statutorily required for billing purposes (e.g. plan, trade name, registered office, ID No., VAT No., etc.). Slido will then send the Customer an invoice that can be paid by card or via bank transfer. The Customer agrees to pay the Fee before the due date stipulated on the invoice (15 calendar days).

13.4. Slido does not accept cheques.

13.5. In any event, the Customer agrees to pay the Fee, where applicable, before the Customer and/ or the Customer's Users start using the Service.

13.6. Slido may charge interest on overdue amounts or suspend the provision of the Services until all overdue amounts due are fully paid. Interest will be calculated from the due date to the date of payment (both inclusive) at a rate of 8% per annum (prorated on a daily basis), or the highest rate allowed by law, whichever is less.

13.7. The invoices are sent to the Customer solely by e-mail in a non-editable PDF file and considered delivered if not automatically rejected or refused by server.

13.8. Slido uses Braintree, a division of PayPal, Inc. ("Braintree") for payment processing services. By using Braintree payment processing services Customer, or Customer's organiser on Customer's behalf agrees to the Braintree Terms of service.

13.9. Slido does not store any payment card information.

13.10. If Customer purchases the Services through a reseller, all payment-related terms (including, but not limited to, pricing, invoicing, billing, payment methods, and late payment charges) will be set forth in Customer's agreement directly with

13. Fees and payment

Fees are specified at [slido.com/pricing](https://www.slido.com/pricing). You can either pay online or via wire transfer. You have to pay before your event. If you don't pay on time, Slido may charge an 8% pa interest or suspend your Service.

If you're buying through a reseller, you'll be paying on their terms but we still need to get payment from them. If we don't, we can stop your Service. You still need to comply with all our other terms.

such reseller and such payment-related terms will supersede any conflicting terms set forth in this clause 13. Slido may suspend or terminate your or your Users access to the Services in the event of non-payment of the applicable fees to Slido by the reseller, or Customer's uncured breach of the agreement. Notwithstanding anything to the contrary, the agreement between Customer and a reseller: (i) shall not modify any of the terms set forth herein other than those portions of Section 13 related to billing and payments, and (ii) is not binding on Slido.

Miscellaneous

14. Term, changes and termination

14.1. The period of these Terms will commence on the date when Customer or Customer's organiser accepts the Terms on our Website or Mobile App by signing up and creating an account ("Effective Date").

14.2. As our business evolves, we may change these Terms. All Customers shall be notified about any changes to the Terms through updating our website or we may message the Customers via the Service. If a Customer would like to receive notifications of material changes to the Terms via email, Customer may sign up by emailing legal@slido.com with the subject "Subscribe to Terms Changes Notifications" specifying the email address they would like the notifications sent to.

Customer shall have a reasonable time specified in the notification to object to any material changes. If Customer or Customer's organiser uses the Services after the effective date of any changes, that use will constitute Customer's acceptance of the revised Terms. If the Customer does not agree to the material changes, the Customer may terminate the relationship immediately by deleting their account. Such termination is without prejudice to any fees incurred by Customer prior to the termination.

Customer can review the most current version of the Terms at any time by visiting this page. Any material revisions to these Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change.

14.3. The free Service continues until terminated, while the paid Service has a term according to the purchased plan that may expire or be terminated. The Terms remain effective until the Service under the Terms has expired or been terminated.

14.4. A party may terminate the Service immediately if the other party breaches a material provision of these Terms and:

- the breach is incurable, or
- the other party does not remedy any remediable breach of a material provision of these Terms within 14 days' of receiving a written notice from the non-breaching party specifying the breach and requiring its remedy.

14.5. Slido may terminate the Service immediately if:

14. Term, changes and termination

Slido can change these Terms at any time and will notify you of any important changes. If you do not agree, you can delete your account and we will refund you for any unused Service pro rata. If either of us has a good reason, either of us can end the Service immediately, no refunds. If you want to end the Service without a good reason, you will have to tell us 30 days before and you won't get your money back. If we want to end the Service without good reason, we will have to tell you 30 days before and refund you for any unused Service pro rata.

- Customer fails to pay undisputed amounts due;
- any regulatory decision or governmental order requiring Slido to suspend Service(s) or which is reasonably likely to result in the loss of Slido's operating authority; or
- in an event of bankruptcy or other cause preventing Slido from providing the Service.

14.6. Either party may terminate the relationship without cause in writing with a one-month notice period (the notice period commences on the first calendar day of the month following the calendar month in which the notice of termination was delivered to the other party). If Slido terminates without cause, Slido shall reimburse the Customer for any unused Service pro rata.

14.7. Customer may terminate the free Service immediately without cause by deleting their account.

15. Notices

15.1. Notices to Slido shall be sent by email to legal@slido.com, or to an address that Slido has specified for the purposes of this section. Unless Customer provides a separate address for notices, Customer hereby agrees that the email address Customer's organiser provides to Slido may be used for the purposes of sending notices to Customer or Customer's organiser.

15.2. Notices under this section shall be effective upon delivery if not automatically rejected or refused by a server.

15.3. Slido and Customer agree that the written form requirement is also complied with in the case of communication by email, unless the Terms or binding provisions that the Parties cannot deviate from under applicable law provide otherwise.

16. Entire agreement and severance

16.1. The Terms and an invoice, where an invoice is issued, shall constitute the entire agreement between Slido and Customer with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written agreements, proposals, negotiations, representations, commitments and other communications between Slido and the Customer, including but not limited to any fixed terms and conditions on any purchase orders or vendor registration forms. All prior negotiations between Slido and the Customer regarding the subject matter described herein have been merged into the Terms and there are no understandings, representations, or terms, oral or written, express or implied, regarding the subject matter described herein other than those set forth herein.

16.2. If any provision of these Terms is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of these Terms.

15. Notices

All legal notices to Slido should be sent to legal@slido.com. Slido will send you notices to the email address you provided unless you specify otherwise.

16. Entire agreement and severance

These Terms form the entire agreement between you and Slido and nothing else will count. If any clauses of these Terms are held by a court to be invalid, these should be severed and the rest of the Terms should go on.

17. Assignment

17.1. Neither Slido nor the Customer may assign the Terms or any rights or obligations mentioned herein without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. However, either Slido or the Customer may assign these Terms without the consent of the other party provided such assignment fulfils the following criteria:

- it is to a parent, successor in interest or an Affiliate (meaning any entity with respect to which the party owns or controls, directly or indirectly, greater than fifty percent (>50%) of the outstanding voting securities, but only so long as the entity meets such requirements);
- the assigning party provides written notice of such assignment to the other party; and
- the party assuming obligations hereunder agrees to do so in writing and has adequate resources to meet its obligations hereunder.

17.2. Any attempted assignment not in accordance with this clause shall be null and void.

17.3. These Terms and any amendment hereto shall be binding on Slido, the Customer, their successors, assigns or other transferees for the benefit of the other party and its Affiliates and their successors and assigns.

17. Assignment

Save for some limited circumstances neither you nor Slido can assign rights and/or obligations under these Terms unless the other party consents to this.

18. Third party rights

18.1. Except as expressly provided otherwise, Slido or the Customer do not intend any term of these Terms to be enforceable by any third parties. Slido and the Customer do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it.

18. Third party rights

Third parties won't have a say or benefit in anything concerning these Terms.

19. No waiver

19.1. Unless Slido or the Customer expressly waives its rights in writing no delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of these Terms shall either be or be deemed to be a waiver or in any way prejudice any right of that party under these Terms. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

20. Force majeure

20.1. Neither Slido nor the Customer shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that party. Such circumstance might be an impediment that has occurred independently of the will of the obligated party and prevents it from fulfilling its obligation if it cannot reasonably be assumed that the obligated party would divert or overcome this impediment or its consequences and that it would anticipate that impediment at the time of the beginning of its commitment.

21. Relationship between the Parties

21.1. These Terms shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between Slido and the Customer other than the contractual relationship expressly provided for in these Terms.

22. Survivability

22.1. All sections of these Terms relating to User obligations, confidentiality, intellectual property, disclaimers, limitation of liability, dispute resolution, compliance with laws or those sections of these Terms that, by their nature and content, are intended to survive the completion, rescission, termination or expiration of these Terms shall so survive and continue to bind the parties for the period of time permitted under applicable law.

19. No waiver

If either party messes something up, but the other party suffers it for a time, this won't mean the first party can't complain later.

20. Force majeure

If something unforeseeable happens that's beyond the reasonable control of either of us (e.g. war, riot, floods, hurricanes...) and either of us doesn't do what we should under these Terms, we will be excused from that obligation.

21. Relationship between the Parties

You are just buying the Service from us and we're just selling the Service to you. This doesn't make us partners, joint venture, agent and principal, fiduciaries or anything else other than service provider and customer.

22. Survivability

When these Terms end, there are some responsibilities that won't end.

23. Dispute resolution, jurisdiction and governing law

23.1. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to these Terms through negotiations between a director of each of the parties with authority to settle the relevant dispute.

23.2. If the dispute cannot be settled amicably within 60 days from the date on which either party has served written notice on the other of the dispute then the remaining provisions of this clause 23 shall apply.

23.3. The parties shall irrevocably submit to the exclusive jurisdiction of the Slovak courts for the purposes of hearing and determining any dispute arising out of these Terms, if the parties cannot resolve such dispute by the procedure set out above.

23.4. These Terms and all matters arising from it and any dispute resolutions referred to above shall be governed by and construed in accordance with Slovak law notwithstanding the conflict of law provisions and other mandatory legal provisions. However, the parties agree that neither the Terms nor any instructions or communications from Slido have to be in the Slovak language and that the last two versions of the Terms shall be available via the Website at sli.do/terms. If the Customer requires an earlier version of the Terms, Slido shall make these available to the Customer upon written request.

23.5. Clauses 23.1. and 23.2. do not affect either party's right to seek urgent interlocutory and/or injunctive relief.

23. Dispute resolution, jurisdiction and governing law

If we don't agree about something essential, we will first try to talk about it and resolve it in a friendly way. If talking won't cut it, either of us can take it to the Slovak courts, applying Slovak law.