Terms of Use ("Terms")

Created at: August 23, 2016.

Please read these Terms of Use (“Terms”, “Terms of Use”, “TOU”) carefully before using the Pollite application (“Service” or “Services”) provided by Binus University International (“BINUS”).

1. **Access and Use of the Services**

1.1 These Terms shall govern the use of the Services on Android and iOS platform, which belongs to Binus University International. The purpose is to enable the use of the services offered, consisting in the creation of online surveys or polling and documents for educational purposes.

1.2 By accessing the Services, you agree to these Terms. Please read the Terms before using the Services. If you do not agree to the Terms, please do not use the Services.

1.3 The service can be used by anyone who is a student or lecturer or anyone working in academic field

1. **Account and Registration**

2.1 Registration and Account

2.1.1 To access the Service, you must create an account with which your Registration Data or other information will be associated.

2.1.2 The user must activate a username and password to use the Service. The username and password shall be personal and non-transferable. The User is obliged to fill their personal data with the newest data and is responsible for preventing unauthorized access of his/her account. The User is solely responsible for the choice, loss, theft or unauthorized use of his account and the consequences derived therefrom.

2.1.3 In any case, the User shall be responsible for using the Services properly and safekeeping his/her username and password and shall refrain from using his/her account for illicit purposes or for any purposes that violates the Terms.

2.2 Creating an Account

2.2.1 By creating an account from the Service, you agree to: (i) provide true, accurate, current and complete data about yourself as prompted in the registration form (“Registration Data”); (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; (iii) use only the account you created to access the service; (iv) not allow your account to be used by anyone else to access the Service; and (v) not use the name of another person with the intent to impersonate that person or in a way that otherwise causes confusion as to the origin of your account.

2.2.2 If you provide any information that is untrue, inaccurate, not current or incomplete, or that impersonates another person or entities, BINUS may suspend or terminate your account and refuse to allow you to use the Service at any time.

2.3 User Responsibility with the Respondent

2.3.1 The User is the person who creates and conducts online surveys or polling, and the Respondent is the person who answers or fill those surveys or polling. To such extent, the User is responsible for giving clear information to the Respondent about the survey purpose and needs and how the data will be treated.

2.4 Termination of your account

2.4.1 You may terminate your account at any time by using the account termination option. If you terminate your account, you are not able to use the Services again. You need to create account again if you want to access the Service.

2.4.2 We may also terminate your account or restrict access to all of the Services at any time, without notice.

1. **Prohibited User Conduct**

3.1 Prohibited activities while using the Service, you agree not to engage in any of the following prohibited activities:

1. Access the Service by any means other than through interfaces provided by BINUS.
2. Access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers.
3. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by BINUS or any of our providers or any other third party (including another user) to protect the Service.
4. Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Service (including your account) or your access to or use of the Service.
5. Collect or store any personally identifiable information from other users of the Service without their express permission.
6. Stalk or harass another person or entity.
7. Create inappropriate surveys or polling that may impersonate any other person or entity.
8. Violate any applicable law or regulation.
9. Without limiting any other provision of the Terms, allow any other person to use your account.
10. Encourage or enable any other individual to do any of the activities prohibited in these Terms of Services
11. Trying to do activities related to hacking, such as DDOS attack to make Our server down or inaccessible.
12. **Social Media or Third Party Platform**

4.1 The Service include functionality to access or use the Services using social media and third party account. If you choose to use this functionality, you grant us permission to access and use certain information that you make available through the applicable social media or third party and the applicable social media or third party platform has made available to BINUS.

4.2 By using the above functionality, you agree to follow the Terms and Privacy Policy created by the social media or third party platform.

1. **Industrial and Intellectual Property**

5.1 All contents other than the User Content (including databases, texts, images, patents, utility and industrial models) are property of BINUS or its content providers. The compilation (design, sorting and assembling) of the content of the application is exclusively owned by BINUS and is protected by the applicable laws governing industrial and intellectual property.

5.2 All the software utilized for the use and development of the Services is the property of BINUS or its software providers and is protected by the applicable laws governing industrial and intellectual property.

5.3 All brands, labels, distinguishing symbols or logo that appear on the Services are the property of BINUS. The names of products, services and companies that appear in this document or in the Services may be brands or other distinguishing symbols registered by each of their rightful owner.

5.4 All texts, graphics, drawings and images are the property of BINUS or its content providers, and they cannot be modified, copied, changed, reproduced, adapted or translated by the User or any third party without the express authorization of the owner of such contents.

1. **User Content**

6.1 The User are responsible for their own content and the User must ensure that you have all the rights and permission needed to use that content in connection with the Service. BINUS is not responsible for any actions you take with respect to your content, including sharing it publicly. Please do not use the content from the Services unless you have first obtained the permission from the owner, or are otherwise authorized by law to do so.

6.2 BINUS reserve the right to modify, prevent access to, delete, or refuse to display content that we believe violates the law of the Terms. However, the User accepts that BINUS has no obligation to monitor or review any content submitted to the Services.

1. **Disclaimer of Warranties**

7.1 BINUS DO NOT WARRANT THAT USE OF THE SERVICE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SERVICE OR THE CONTENT WILL BE CORRECTED, THAT THE SERVICE OR CONTENT OR THE SERVERS THAT MAKE THE SERVICE AND THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES O OTHER HARMFUL COMPONENTS, OR THAT ANY DESCRIPTION OF THE SERVICE OR THE CONTENT ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE

7.2 YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AT ANY TIME.

1. **Limitation of Liability**

8.1 YOU UNDERSTAND AND AGREE THAT BINUS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXAMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS OR USE, OR INABLILITY TO ACCESS OR USE THE SERVICE OR CONTENT.

1. **Applicable Law**

9.1 The access to and use of the Services shall be governed in accordance with Indonesia law.

1. **Changes**

10.1 We reserve the right to modify or replace these Terms at any time. If a revision of material, we will try to provide at least 30-days prior notice to any new terms taking effect. What constitute a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you don’t agree, please stop using the Service.

1. **Contact Us**

11.1 If you have any questions about these Terms, please contact us through email \_\_\_\_\_\_\_.