These Terms of Use (“Terms”) apply to your access to and use of any website, mobile application or other online or mobile products or services of ASK BY POLL. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for your violation of these Terms. Failure to use our Services in accordance with these Terms may result in, among other things, termination or suspension of your rights to use the Services and may subject you to legal action by ASK BY POLL and/or severe civil and/or criminal penalties.

We reserve the right to make changes or modifications to these Terms, or any policy or guideline of our Services, at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on our Services, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of our Services following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Accordingly, you should frequently review these Terms and applicable policies and guidelines to understand the terms and conditions that apply to your use of the Services. By accessing or using our Services, you agree to adhere to the FAQ's, Tips & Terms & Conditions. Please Contact Us on contact@AskByPoll.com with any questions regarding these Terms.

1. ELIGIBILITY, REGISTRATION AND ACCOUNT

You must be at least 18 years old to access or use the Services. By registering to use our Services, you represent that you are at least 18 years old. In order to access certain areas and features of our Services, you will need to register for an account. You agree to (a) create a unique password that you do not use with any other online product or service; (b) provide accurate, truthful, current and complete information when creating an account; (c) maintain and promptly update your account information upon any changes; (d) maintain the security of your account by protecting your password and restricting access to your account; (e) promptly notify ASK BY POLL if you discover or otherwise suspect any security breaches related to the Services; and (f) take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access.

2. THIRD PARTY TERMS

ASK BY POLL may offer the opportunity to purchase products and services from third parties. You acknowledge that such products and services are offered and sold to you by one or more third parties. For more information, please refer to the applicable third party's terms of sale and privacy policy that are presented as part of the checkout process.

3. INTERACTIONS WITH OTHER MEMBERS

3.1 You Have Sole Responsibility When Interacting with Other Members.

Our Services provide a platform for members to ask and answer questions, learn from one another, engage in activities and communicate with one another. ASK BY POLL is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other member, person or organization. You are solely responsible for your interactions with other members of our Services. We reserve the right, but have no obligation, to monitor interactions between you and other members of our Services.   
Remember, the ASK BY POLL Services are just a platform that enables you to communicate and interact with other people around the world. We cannot be responsible for the interactions that you have with other ASK BY POLL members, so please use good judgment and keep safety in mind when you use our Services.

3.2 Identity Verification.

We cannot and do not confirm each member's identity. Although we provide tools intended to assist with identity verification, you are solely responsible for determining the identity and suitability of others with whom you may interact through our Services. ASK BY POLL does not represent or warrant that our tools are sufficient to determine whether it is appropriate for you to interact with another member. Further, we do not endorse any persons who use or register for our Services. We do not investigate or verify any member's reputation, conduct, morality, criminal background, or any information members may submit to the Services. We encourage you to take precautions when interacting with other members.

3.4 Release.

Because our Services are merely a platform, in the event that you have a dispute with one or more members, you release us (and our officers, directors, members, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

4. MEMBER CONDUCT AND CONTENT

The Services include interactive areas where you or other members can create, post or store content, messages, materials, data, information, text, music, sound, photos, videos, graphics or other items or materials on the Services (collectively, "Member Content" ). You are solely responsible for your use of such interactive areas and agree that your use of these areas is at your own risk.

4.1 Member Content Restrictions.

You are solely responsible for any Member Content that you submit, post or transmit via our Services. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services, Member Content that we believe, in our sole discretion:

* (a) is unlawful, libelous, defamatory, harassing, threatening, invasive of privacy or publicity rights, or that would otherwise create liability or violate any local, state, national or international law;
* (b) contains nudity, sexually explicit content or is otherwise obscene, pornographic, indecent, lewd, suggestive or sexually exploitative of minors;
* (c) may disparage any ethnic, racial, sexual or religious group by stereotypical depiction or is otherwise abusive or inflammatory;
* (d) depicts the use of illicit drugs;
* (e) contains offensive language or images or is otherwise objectionable;
* (f) incites violence or characterizes violence as acceptable, glamorous or desirable;
* (g) contains unsolicited promotions, political campaigning, advertising or solicitations, without our prior written consent;
* (h) contains private or personal information about another person, unless such person has agreed to the disclosure of this information;
* (i) contains viruses, corrupted data or other harmful, disruptive or destructive file viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
* (j) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting Member Content, you represent and warrant that you have the lawful right to distribute and reproduce such Member Content; or
* (k) would constitute, encourage or provide instructions for a criminal offense or violate the rights of any third party.

ASK BY POLL is not responsible for any Member Content that you or other members post, transmit or store through the Services. We have no obligation to post Member Content from you or anyone else and we may, in our sole discretion, edit, remove or delete any Member Content without notice. If you become aware of Member Content that violates these Terms, you may report it by clicking on the "Report!" or its successor link located near such content. Enforcement of these Terms, however, is solely in our discretion and the absence of enforcement in some instances does not waive of our right to enforce the Terms in other instances. In addition, these Terms do not create a private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

4.2 Member Conduct.

By accessing or using the Services, you agree to act responsibly, exercise good judgement and comply with the Community Guidelines. In addition, you agree not to:

* (a) use the Services in violation of any applicable law or regulation, including promoting or encouraging any illegal activity;
* (b) infringe the rights of any third party, including without limitation, intellectual property, privacy, publicity or contractual rights;
* (c) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other members from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
* (d) use our Services in connection with the distribution of spam (which we define as unsolicited bulk e-mail or any other unsolicited messages of a commercial, religious, romantic, political or other nature not within the intended purposes of the Services);
* (e) stalk, intimidate, threaten or otherwise harass or cause discomfort to any other member of our Services;
* (f) collect or store any information about any other member other than as permitted on our Services;
* (g) use our Services for any commercial purpose whatsoever, unless with prior written consent from ASK BY POLL;
* (h) register for more than one member account;
* (i) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, whether by providing or omitting to provide information;
* (j) circumvent or attempt to defeat any security or verification measure relating to use of the Services;
* (k) hold yourself out as an agent, representative, employee or affiliate of ASK BY POLL, including but not limited to when you host an event for other ASK BY POLL members or sign up to be a ASK BY POLL Ambassador; or
* (l) assist any third party in doing any of the foregoing.

4.3 Member Content License.

You own all of the Member Content that you post to our Services. If you post Member Content to our Services, you hereby grant us a perpetual, worldwide, irrevocable, non-exclusive, royalty-free and fully sublicensable license to use, reproduce, display, perform, adapt, modify, create derivative works from, distribute, have distributed and promote such Member Content in any form, in all media now known or hereinafter created (including in emails or other communications to our members) to administer, operate, develop and otherwise provide the ASK BY POLL Services. You represent and warrant that (a) you own and control all of the rights to the Member Content that you post or you otherwise have the right to post such Member Content to the Services; (b) the Member Content is accurate and not misleading; and (c) the use and posting of the Member Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

5. SUBMISSIONS

Separate and apart from Member Content, we welcome questions, comments, suggestions and ideas about ASK BY POLL and our Services ("Submissions"). If you provide a Submission, whether by email or otherwise, you agree that it is non-confidential (unless ASK BY POLL states otherwise in writing) and shall become the sole property of ASK BY POLL. ASK BY POLL shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise. You acknowledge that ASK BY POLL is not obligated to provide acknowledgement or compensation to you in exchange for Submissions

6. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated, the Services and all content and other materials on the Services, including, without limitation, the ASK BY POLL logo, and all designs, text, graphics, pictures, videos, information, data, software, sound files and other files, and the selection and arrangement thereof, (collectively, the"ASK BY POLL Materials") are the proprietary property of ASK BY POLL or our licensors or members and are protected by India, U.S. and international copyright laws. You are granted a limited, non-exclusive and non-sublicensable license to access and use the Services and ASK BY POLL Materials; however, such license is subject to these Terms and does not include:

* (a) any resale or commercial use of the Services or the ASK BY POLL Materials;
* (b) the distribution, public performance or public display of any ASK BY POLL Materials;
* (c) modifying or otherwise making any derivative uses of the Services and the ASK BY POLL Materials, or any portion thereof, unless modification or derivative use is specifically provided for under separate terms;
* (d) use of any data mining, robots or similar data gathering or extraction methods;
* (e) downloading (other than the page caching) of any portion of the Services, the ASK BY POLL Materials or any information contained therein, except as expressly permitted on the Services; or
* (f) any use of the Services or the ASK BY POLL Materials other than for their intended purposes. Any use of the Services or the ASK BY POLL Materials other than as specifically authorized herein, without the prior written permission of ASK BY POLL, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

7. REPEAT INFRINGER POLICY

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, ASK BY POLL has adopted a policy of terminating, in appropriate circumstances and in ASK BY POLL's sole discretion, members who are deemed to be repeat infringers. ASK BY POLL may also, in our sole discretion, limit access to the Services and/or terminate the accounts of any members who we believe may infringe any intellectual property rights of others, whether or not there is any repeat infringement.

8. HYPERLINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Services, provided such link does not portray ASK BY POLL or any of our services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a ASK BY POLL logo or other proprietary graphic of ASK BY POLL to link to the Services without the express written permission of ASK BY POLL. Further, you may not use, frame or utilize framing techniques to enclose any ASK BY POLL trademark, logo or other proprietary information, including the images found on the Services, the content of any text or the layout/design of any page or form contained on a page of the Services without ASK BY POLL's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of ASK BY POLL or any third party.

9. THIRD-PARTY CONTENT

In using our Services, you may be exposed to content from other members or third parties ("Third-Party Content"), either on our Services or through links to third-party websites. We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You must evaluate, and bear all risks associated with, Third-Party Content, including without limitation, profiles of other members of our Services.

10. TERMINATION

We may, in our discretion and without liability to you, with or without cause (such cause may include your breach of these Terms), with or without prior notice and at any time: (a) terminate your access to our Services, (b) deactivate or delete your account and all related information and files in such account and/or (c) bar your access to any of such files or Services. In any of these instances, you are not permitted to register for another ASK BY POLL account without our prior written permission. In rare circumstances, when we feel it is necessary to protect the safety or the well being of the ASK BY POLL community, we will remove a member's account from our Services. We don't take this decision lightly, but it is sometimes required.

11. DISCONTINUANCE OF SERVICES

We may, in our discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

12. INDEMNITY

You shall defend, indemnify and hold harmless ASK BY POLL (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of our Services; (b) any Member Content or Submissions you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Services. Further, if you are using the Services on behalf of any entity, you represent and warrant that such entity agrees to indemnify you and ASK BY POLL for violations of these Terms in accordance with this Section. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

13. REPORTING MISCONDUCT

If you interact with anyone through our Services who you feel is acting or has acted inappropriately, including but not limited to offensive, violent or sexually inappropriate behavior, who steals from you or engages in any other disturbing conduct, we strongly encourage you to immediately report such person to the appropriate authorities and to us by contacting us using the ASK BY POLL Help Center. Please note that although we encourage you to report misconduct, we are not responsible or liable for our members' actions, and we are not obligated to take any action.