

Our Terms of Use [Terms and Conditions]



This document outlines our terms of use and the terms by which you accept when you use our software

Effective Date: These Terms of Use are effective as of <site creation date> .

This Site (defined below) is offered by [<YOUR ORGANISATION>] for use by individuals who are invited by <YOUR ORGANISATION> to use the Site. Social Pinpoint ("SPP," or "we"), operates and hosts the Site for the benefit of <YOUR ORGANISATION>.

<YOUR ORGANISATION> and SPP welcome you to <YOUR ORGANISATION>'s community engagement portal at <http://URL.com> (the "Site"). While all of the questions, surveys, forums, discussions, and other Content (defined below) on the Site is provided and controlled by the <YOUR ORGANISATION> or other individuals invited by the <YOUR ORGANISATION> to use the Site, SPP owns and operates the technology and intellectual property rights that power the Site. On the Site, you will be able to engage and communicate with <YOUR ORGANISATION> and other interested parties.

These Terms of Use ("TOU") contain important terms and conditions that describe your rights and obligations and describe how you can use the Site. Please read these terms of use carefully. You are offered access and use of the Site only on the terms and conditions set forth in this TOU. By accessing and using the Site, and regardless of whether you register on the Site, you agree to the TOU.

GENERAL TERMS

CONTENT

- When we use the term "Content," we mean any information, data, music, sound files, photographs, graphics, images, videos, articles, or other content accessible on the site. Content is provided by <YOUR ORGANISATION> and other users of the Site. SPP does not create, upload or provide any Content you see on the Site. Any Content that you provide or upload to the Site is "Your Content." As between you and SPP, you own Your Content. <YOUR ORGANISATION> may have additional rights to use Your Content. SPP (a) makes no, and hereby disclaims all, representations or warranties about the Content, and (b) is not responsible for the substance, accuracy, completeness, appropriateness, or legality of Content.
- You have no expectation that your Content will be published on the Site.
- You also acknowledge and agree that we and our designated agents have the right (but not the obligation), in our sole discretion, to review and monitor Content on the Site, including Your Content, and we may remove or refuse to post, in our sole discretion, any Content, including if it violates our Moderation Rules (see below). In some cases, <YOUR ORGANISATION> has the right to review and approve Content before it is included on the Site. Note that neither we nor <YOUR ORGANISATION> edit your Content.
- "Linked Content" is any content, materials, or website other than the Site that you may directly visit through a link found on the Site. The Site may contain links to Linked Content. SPP does not endorse or assume any responsibility for any such Linked Content, or any information, materials, products, or services found or offered on or through Linked Content. If you access Linked Content from the Site, you do so at your own risk, and you understand that these Terms of Use and the SPPs Privacy Policy do not apply to your use of such Linked Content. You expressly release SPP from any and all liability arising from your use of any Linked Content, the Site, or Content.
- When you access and use this site, information submitted by you will belong to the data controller (<YOUR ORGANISATION>). This information may include personal data (e.g. your name, age, contact details etc.). SPP's role is to process this data on behalf of the data controller. Processing means (among other things): ensuring this website runs properly, that your data is securely stored and is available to the controller so that they can effectively manage the site and your input."

REGISTRATION

- You may be required to register before accessing or contributing content to the Site, or before accessing certain features or functions on the Site. In the event you need to register, this Section 3 applies to you. To register for an account on the Site, you must be the older of: (a) 14 years and (b) the age required by law where you live to form a binding contract with SPP. When you register, you will: (i) submit only true, accurate, current and complete information about yourself as prompted by the Site's registration procedure (the "Registration Data"); and (ii) maintain and regularly update the Registration Data to keep it true, accurate, current and complete.
- If you provide any information that is untrue, inaccurate, not current or incomplete, or <YOUR ORGANISATION> suspect that you have provided such information, your account may be suspended or terminated.
- After you complete the user registration process at the Site, you will receive a user password and account name to access the Site. You: (i) are fully responsible for maintaining the confidentiality of your password and account (ii) are fully responsible for all activities that occur under your password or account (iii) must immediately notify SPP if you are aware or suspect any unauthorized use of your password or account or any other breach of security and (iv) must create no more than one user account at the Site.
- We, or our agents, may require access to your user account to respond to service or technical issues.
- <YOUR ORGANISATION> may communicate with you through your user account by sending messages, newsletters, and other information.

TERMINATION

- SPP may, in its sole discretion or at the direction of <YOUR ORGANISATION>, and with or without notice to you, for any reason, terminate your password, account or use of the Site (or any part), and remove and delete any Content within the Site, including Your Content, for any reason. For example, if you repeatedly post content that violates the site moderation rules your account may be suspended or terminated.
- You agree that SPP may in its sole discretion and at any time discontinue providing the Site, or any part, to you with or without notice, and without liability to you or any third parties.
- Unfortunately no refunds are offered for subscription fees or for services rendered. You may cancel your Social Pinpoint account at anytime however will not be issues a refund.

PRIVACY POLICY

Use of the Site by you, including our collection of Registration Data and other personal information about you, is subject to our Privacy Policy, which governs how SPP and <YOUR ORGANISATION> use your personal information. For more information, please see our full privacy policy here.

USER CONDUCT

You understand and agree that:

- all Content is the sole responsibility of the person who made the Content available, and you are solely liable and responsible for Your Content
- you are prohibited from advertising or offering to sell or buy any goods or services on the Site.

you shall not:

- post Content that: (a) infringes any patent, trade mark, trade secret, copyright or other proprietary rights of any party; (b) violates applicable law or is illegal; or (c) violates any third-party's right, including right to privacy
- transmit Content that is or includes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," surveys, contests or any other form of solicitation
- transmit Content that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to or that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- transmit Content that harms minors in any way
- impersonate any person or entity, including without limitation a Social Pinpoint representative or another user of the Site, or falsely state or otherwise misrepresent your affiliation with a person or entity
- create a false identity for the purpose of misleading others as to your identity or the originator of a message;
- interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- you must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, appropriateness, or usefulness of such Content.
- Your Content will be seen by <YOUR ORGANISATION> and may be made publicly available on the Site or elsewhere. Additionally, even if Your Content is not made public or available to third parties on the Site, Your Content may be subject to applicable open records laws.
- By accessing the Site, you expressly agree that: (a) the Site is not a public forum; and (b) Your Content does not constitute protected speech under the First Amendment of United States Constitution.
- The Site gives you the opportunity to engage and communicate with third-parties, including the <YOUR ORGANISATION>. You acknowledge and agree that your communications with <YOUR ORGANISATION> and any third-parties via the Site are solely between you and <YOUR ORGANISATION> and the relevant third parties.

MODIFICATIONS AND DISCONTINUANCE

Both SPP and <YOUR ORGANISATION> reserve the right at any time and from time to time to modify or discontinue access to the Site (or any part), with or without notice, temporarily or permanently without liability to you or to any third party.

ISSUES

If you encounter issues with the Site, believe you see Content that violates these TOU, or have questions about the Site, please contact the <YOUR ORGANISATION> at support@socialpinpoint.com (External link).

Terms Specific to SPP

DISCLAIMERS

SPP offers the Site and Content to you on an "as-is" and "as available" basis without warranty of any kind. SPP makes no representation or warranty that the Site will be uninterrupted, timely, secure, or error free. To the fullest extent allowed by applicable law, SPP expressly disclaims all warranties of any kind arising from or related to the site or content, whether express or implied, including without limitation all implied warranties of merchantability, fitness for a particular purpose, title and noninfringement.

INDEMNITY AND RELEASE

You shall indemnify and hold SPP, and its subsidiaries, affiliates, officers, agents, and other partners, and employees harmless from, and at SPP's request, defend any or all of the foregoing against, any claim, cause of action, proceeding or demand and all related costs, expenses, damages, and other liabilities, including reasonable legal fees, related to or arising out of: (a) Your Content; (b) your interactions or relationship with <YOUR ORGANISATION>; and (c) your violation of any other's rights or applicable law.

SPP'S PROPRIETARY RIGHTS

SPP hosts this site for and will not use any data you post to the site for anything other than benchmarking, using de-identified data, and reporting to the client unless that data is publicly available. We do not sell lists of user details to third parties. However, we do need the rights to share the data with and occasionally to assist in its analysis. needs the rights to use the data as it needs to in order to properly listen to the community and to carry out its business. The clause below facilitates this.

- You acknowledge and agree that:

- the Site and any necessary software and technology used in connection with the Site, including but not limited to the software known as Social Pinpoint, contain proprietary and confidential information protected by applicable intellectual property and other laws, and all of the foregoing is owned by SPP and
- the Content presented to you via the Site or via third parties may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- You hereby grant SPP a nonexclusive, perpetual, irrevocable, royalty-free, paid-up right and license to: (a) use your name or user/screen name and Your Content for SPP's business purposes, including to provide the Site to the <YOUR ORGANISATION>; and (b) sublicense your Content to <YOUR ORGANISATION> for its business purposes. SPP only uses content for the purpose of benchmarking, use of deidentified data and providing reports to <YOUR ORGANISATION>. We do not sell lists of user details to third parties.
- The Social Pinpoint trademark, and other logos and product and service names used by the SPP, are trademarks of the SPP. You will not display or use the Social Pinpoint Marks in any manner without our prior permission.

COPYRIGHT and DMCA

- When using the Site you may provide Content to the Site. You retain your rights to your Content.
- <YOUR ORGANISATION> complies with the Digital Millennium Copyright Act ("DMCA"). We will terminate copyright infringers when legally required or appropriate.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS SPP, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS ("RELEASED PARTIES"), EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS. THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

CHANGES

SPP may change the TOU from time to time without prior notice to you, (though we will alert <YOUR ORGANISATION> to the change) and we will indicate there is an updated TOU by posting it to the Site. Your sole and exclusive remedy if you do not agree to the modified TOU will be to cease all access and use of the Site.

GENERAL INFORMATION

- The TOU and SPP's Privacy Policy constitute the entire agreement between you and SPP, and governs your use of the Site, superseding any prior agreements between you and SPP.
- The TOU and the relationship between you and SPP is governed by the laws of the <**State of New South Wales(for Australia) /Delaware (for USA) / Montreal (for Canada) /Great Britain(for UK)**> without regard to its conflict of law provisions. Any dispute or claim relating in any way to your use of the Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this TOU. You each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- Our failure to exercise or enforce any right or provision of the TOU must not be treated as a waiver of the right or provision.
- If any provision of the TOU is found by a court of competent jurisdiction to be invalid, then such provision is deemed deleted, but the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU shall remain in full force and effect.
- Your rights and obligations under the TOU are personal and may not be assigned or dealt with in any way without our permission, and which may be withheld in our absolute discretion.
- Headings in the TOU are for convenience only and do not affect interpretation.