

US Privacy Law Compliance

Privacy Is Important to Us.

Kahoot! AS is concerned about privacy issues and wants you to be familiar with how we collect and use personal information. The purpose of this document is to explain in more detail how Kahoot! comply with certain US privacy laws. For complete details, please read our Privacy Policy.

What We Collect

- **Child Accountholders.** We collect an email address from a child accountholder (*i.e.*, U.S. users under 13 and non-U.S. users under 16), to provide password reminders to him or her. We immediately and permanently alter the email address so that it can only be used as a password reminder and cannot be used to contact the child. We also collect a user name and password for login purposes.
- **Kahoot! Players.** We do not collect personal information from individuals who merely play a Kahoot! unless they participate in a Kahoot! that uses the Player Identifier feature. "Player Identifier" allows the game host to track identified players' progress and scores. By default, the Player Identifier option is turned off.
- **Adult Accountholders.** We collect personal information from adult accountholders (*i.e.*, U.S. users 13 and over and non-U.S. users 16 and over) in order to provide our services, fulfill accountholder's requests, send administrative information and marketing materials, and otherwise accomplish our business purposes, as detailed in our [Privacy Policy](#).

We Commit to Compliance with Privacy Laws

We take our obligations under applicable privacy laws, and the privacy of our users generally, very seriously.

U.S. Children's Online Privacy Protection Act of 1998 ("COPPA").

We collect an email address from a child accountholder (*i.e.*, U.S. users under 13), to provide password reminders to him or her. We immediately and permanently alter the email address so that it can only be used as a password reminder and cannot be used to contact the child. We explain this process both at the point of collection of email address from a child and in our [Privacy Policy](#). This exception to COPPA's requirements is expressly provided by Federal Trade Commission staff in its COPPA

Frequently Asked Questions (FAQ 1(4) at <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions#Exceptions>).

While we collect a user name from a child, a user name does not function as online contact information and is thus not “personal information”, as defined by COPPA.

We collect persistent identifiers which are defined as “personal information” by COPPA. However, we use such identifiers solely to support our internal operations, and we are thus not required to obtain parental consent to their collection as provided by COPPA.

We offer parents the right to review information (user name and password) collected from their children and to request that we make no further use of, or delete, such information.

U.S. Family Educational Rights and Privacy Act (“FERPA”).

We make every effort to ensure consistency with the U.S. Family Educational Rights and Privacy Act.

We act as a service provider to certain schools and educational institutions who are subject to FERPA. The so-called “school official” exemption permits disclosure of personally identifiable information in student records to service providers, such as Kahoot!, as long as the service provider does not use or disclose such information other than to provide the services to the school. This is subject to the school's, or the district's, authorization in its agreement with us.

We do not use or disclose such information other than to provide the services to the school.

California Consumer Privacy Act (“CCPA”).

Are you a teacher, business or parent affected by COVID-19? See how Kahoot! can support you. [Learn more](#)



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We do not sell Personal Information. For the purposes of this section, “sale” means the disclosure of Personal Information for monetary or other valuable consideration but does not include, for example, the transfer of Personal Information as an asset that is part of a merger, bankruptcy, or other disposition of all or any portion of our business.

For more information relating to our commitment to the CCPA, please see our [Privacy Policy](#) for details.

GDPR. We respect the rights of our users in the EEA, and we provide the information about our practices that the General Data Protection Regulation requires. Please read our [Privacy Policy](#) for details.



Additional Information

- For detailed information about our practices and your rights, please read our [Privacy Policy](#).
- **Questions?** Please contact us at privacy@kahoot.com.

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Education Specialist



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Terms and Conditions

Thank you for using Kahoot! ("Kahoot!", "we", "us", "our"). These Terms and Conditions ("Terms") are applicable to websites (including kahoot.com, create.kahoot.it, play.kahoot.it and kahoot.it) and software/mobile applications ('apps'), all owned and operated by Kahoot! AS and from or in connection with which you are accessing this document.

Last updated: February 14, 2020

1. Welcome to Kahoot!

Thank you for using Kahoot! ("Kahoot!", "we", "us", "our"). These Terms and Conditions ("Terms") are applicable to websites (including kahoot.com, create.kahoot.it, play.kahoot.it and kahoot.it) and software/mobile applications ('apps'), all owned and operated by Kahoot! AS and from or in connection with which you are accessing this document. We refer to such websites and apps in this agreement as the "Kahoot! Service" or "Service". The Kahoot mobile application is referred to as the "App". By using the Services or accessing any content or material that is made available by Kahoot! or its users through the Service you understand and agree to accept and adhere to the following terms and conditions as stated herein.

Your agreement with us includes these Terms, our Acceptable Use Policy and our Privacy Policy which can be reviewed and accessed here: <https://kahoot.com/terms-and-conditions/#acceptable-use> and <https://kahoot.com/privacy-policy>. The Terms, the Acceptable Use Policy, Privacy Policy, and any additional terms or agreements that you have agreed to are referred to as the "Agreements". If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on Kahoot!'s website.

Please read the Agreements carefully as they contain important information about Kahoot! Services provided to you and any fees and charges applicable to the Services. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Kahoot! Service or consume any Resources.

You promise that your registration information, payment details (if you have signed up for a Paid Subscription, conf. section 4.2) and any other information that you submit to us are true, accurate, and complete, and you agree to keep it that way at all times. If you have provided incorrect or inaccurate information, you should return to the log-in screen or correct such information in your account settings. You promise that no other person shall be allowed to use or access your account, or in any other way make use of the rights conferred to you pursuant to the agreements.

2. Responsible use and conduct

By visiting our Services and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) these Terms, (b) our Acceptable Use Policy and (c) applicable laws, regulations and generally accepted online practices or guidelines ("Acceptable Use"). The current Acceptable Use Policy is available here: <https://kahoot.com/terms-and-conditions/#acceptable-use>. We reserve the right to change the Acceptable Use Policy at any time without notice.

You understand and agree that in the event of a violation of the Acceptable Use we may immediately terminate or suspend your Kahoot! account.

3. Changes to the Agreements

We reserve the right to change these Terms from time to time without notice. You acknowledge and agree that it is your responsibility to review the Terms periodically to familiarize yourself with any modifications. In the event of material changes to the Terms, we will notify you at least 30 days before these new Terms apply to you, by issuing notice accessible through your use of the Services or by email to your registered email account. Please therefore make sure you read any such notice carefully. Your continued use of the Services after such modifications will constitute acknowledgment and agreement of the modified Terms. If you do not wish to continue using the Service under the new version of the Terms, you may terminate the Agreements by [contacting us](#).

4. Kahoot! Service plans

Kahoot! provides a game-based learning platform, which brings fun into learning, for any subject, for all ages, letting users create, play and share learning games. Kahoot! Services are available for free or as a paid service in accordance with the following.

The Kahoot! Services that may be accessed subject to payment are currently referred to as "Paid Subscriptions". You can learn more about Paid Subscriptions and the different service plans that we offer you to sign up for by visiting <https://kahoot.com/schools/plans/> or <https://kahoot.com/businesses/pricing/> (the "Service Plans"). You agree to abide by the terms and restrictions applicable to the Service Plan that you have signed up for.

We reserve the right to change or withdraw features, specifications, services and content of a Service Plan at any time, without notice to you. Please note that the content and features of a Service Plan may vary based on when you signed up and whether you have signed up through our website or via the App. The Kahoot! Services offered via the App may only contain a limited version of the web based services.

You can manage your Kahoot! user account here: <https://create.kahoot.it/plus/org/billing/>. If you have purchased a Paid Subscription through a distribution platform such as Google Play or Apple App Store, you must manage your account through such platforms.

4.1. Kahoot! Basic

If you have signed up for our free Service, a limited version of our Kahoot! Services is provided to you free-of-charge, for as long as you use the Services for non-commercial purposes only, in accordance with the limitations of use set out in these Terms. The Service Plan that does not require payment is currently referred to as the "Kahoot! Basic". YOU MAY NOT USE KAHOOT! Basic FOR COMMERCIAL PURPOSES. HENCE, IF YOU INTEND TO USE KAHOOT! SERVICES FOR PROFESSIONAL PURPOSES, INCLUDING BUT NOT LIMITED TO IN CONJUNCTION WITH OR AS PART OF A PAID SERVICE OR PRODUCT, FOR THE PURPOSE OF MARKETING YOUR OWN OR SOMEONE ELSE'S PRODUCTS OR

SERVICES OR OTHERWISE IN CONJUNCTION WITH A COMMERCIAL EVENT SUCH AS A CONCERT, GAME SHOW OR BROADCASTED EVENT, YOU MUST SIGN UP FOR A PAID SUBSCRIPTION OR ENTER INTO A SEPARATE AGREEMENT WITH KAHOOT!.

4.2. Paid Subscriptions

Kahoot! offers various Service Plans for use with the Kahoot! Services in schools, businesses and non-profit organizations. Some Service Plans require payment before you can access them and certain areas of use are only permitted if you have signed up for a Paid Subscription or entered into a separate agreement with Kahoot!. If you have signed up for Paid Subscriptions, you may get access to features that are not available through Kahoot! Basic and you may use the Services for commercial purposes, only if and to the extent such commercial use is permitted under the selected Service Plan. You can learn more about Paid Subscriptions and the different Service Plans by visiting <https://kahoot.com/businesses/pricing/> and <https://kahoot.com/schools/plans/>.

4.3. Pre-paid offers

If you have received a code or other offer provided or sold by or on behalf of Kahoot! for access to a Paid Subscription ("Code"), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions.

4.4. Trials

We may, at our own sole discretion, offer trials of Paid Subscriptions for a specified period without payment or at a discounted rate (a "Trial"). We reserve the right to revoke the Trial and put your account on hold in the event that we determine that you are not eligible.

For some Trials, we'll require you to provide your payment details to start the Trial. We will charge you on a recurring basis for the selected subscription fee at the end of the Trial using the payment details you have provided us, unless you cancel your subscription prior to the end of the Trial.

You have provided your payment details in conjunction with the Trial and you accept that we charge you using such payment details. If you do not want this charge, you must cancel your Paid Subscriptions through your Kahoot! account's settings or terminate your Kahoot! account before the end of the Trial. If you do not want to continue to be charged on a recurring monthly or annual basis (as the case may be, depending on your Service Plan), you must cancel the applicable paid subscription through your Kahoot! account's subscription page or terminate your Kahoot! account before the end of the recurring monthly period. Paid Subscriptions cannot be terminated before the end of the period for which you have already paid, and except as expressly provided in these terms, Kahoot! will not refund any fees that you have already paid.

5. Payments, cancellations, upgrades


5.1. Payments and cancellations

If you have signed up for Kahoot! Basic or if you cancel your Paid Subscription during the Trial, Kahoot! will never charge you any fees for your use of the Kahoot! Service.

Paid Subscriptions can be purchased directly from Kahoot! in the App or on our web site, or through a separate agreement with Kahoot!.

If you have signed up for a Paid Subscription for a monthly subscription fee, you will be charged for one month's subscription fee in advance upon expiry of any Trial. The Paid Subscription and the payment to Kahoot! will automatically renew at the end of the monthly subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current monthly subscription period.

If you have signed up for a Paid Subscription which gives you access to the Kahoot! Service for a specific time period ("Pre-Paid Period"), you will be charged for the Pre-Paid Period in advance upon expiry of any Trial. The Paid Subscription and the payment to Kahoot! will automatically renew at the end of the Pre-paid Period unless you cancel your Paid Subscription through your subscription page before the end of the Pre-paid Period.

If you cancel your Paid Subscription, the llation will take effect on the day after the last day of the current subscription period, after which you will be downgraded to Kahoot! Basic. We will not refund any subscription fees already paid to us.

Kahoot! may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Kahoot! Service after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect, in which case you will be downgraded to Kahoot! Basic.

We do not provide any refunds if the price for a Paid Subscription drops, or if we offer subsequent promotional pricing or change the content or features of a Service Plan. Paid Subscriptions purchased through other platforms are subject to the refund policies of those platforms. Kahoot! cannot be held responsible for these platforms' policies.

Please note that in the event you purchase a Kahoot! subscription, you are legally obliged to pay the invoice. This means that if you have not paid the invoice, but you have used our products/services, you are legally bound to pay the invoice

Your right to withdraw is revoked as soon as your subscription is activated, as activation immediately initiates full access to the features specified in the subscription. These features constitute our digital content.

5.2. Upgrades and downgrades

You may at any time upgrade or downgrade your Paid Subscription to a different Service Plan:

Paid Subscriptions – monthly:

- If you have downgraded your monthly Paid Subscription to a lower Service Plan, such downgrade will take effect on the day after the last day of the current subscription period.
- If you have upgraded your monthly Paid Subscription to a higher Service Plan, such upgrade will take effect immediately subject to payment of the upgrade fee.

Paid Subscriptions – Pre-paid Period:

- If you have downgraded your Paid Subscription to a lower Service Plan during the Pre-paid Period, such downgrade will take effect on the date of renewal (i.e. the day after the last day of the Pre-paid Period).
- If you have upgraded your Paid Subscription to a higher Service Plan during the Pre-paid Period, such upgrade will take effect immediately subject to payment of the upgrade fee and you will automatically enter into a new Pre-paid Period with the same duration as the preceding Pre-paid Period.

5.3. Taxes

Prices listed may not include sales or value added tax and applicable tax may be calculated and added at the time you complete a transaction and, depending on where you have purchased your Paid Subscription, such tax may not be visible to you until you receive a receipt for your purchase. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of the transaction.

6. Licensed rights



The Kahoot! Service and the Resources are the property of Kahoot! or Kahoot!'s licensors. We grant you a limited, non-exclusive, revocable license to make use of the Kahoot! Service for non-commercial, educational and/or entertainment use of the Service (the “License”). This License shall remain in effect until and unless terminated by you or Kahoot!. You promise and agree that you are using the Services and the Resources for non-commercial, educational and/or entertainment purposes and that you will not broadcast the Services or the Resources. For the avoidance of doubt, you may not charge any fees or require any payment as part of your use of the Service or the Resources. If you have signed up for Paid Subscription, you may also use the Services for certain commercial purposes if and to the extent permitted in accordance with the applicable Service Plan specified in your Kahoot! account, conf. section 4.2. Except for the rights expressly granted to you in these Agreements, Kahoot! grants no right, title, or interest to you in the Kahoot! Service or Resources.

The Kahoot! software applications and the Resources are licensed, not sold, to you, and Kahoot! and its licensors retain ownership of all copies of the Kahoot! software applications and Resources even if you have downloaded such Resources to your personal computers, mobile handsets, tablets, and/or other relevant devices.

All Kahoot! trademarks, service marks, trade names, logos, domain names, and any other features of the Kahoot! brand (“Kahoot! Brands”) are the sole property of Kahoot! or its licensors. The Agreements do not grant you any rights to use any Kahoot! Brand for any purpose, whether for commercial or non-commercial use.


7. Third Party Applications

The Kahoot! Service is integrated with third party applications, websites, and services (“Third Party Applications”) to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Kahoot! does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

8. User-Generated Content

The Kahoot! Service is based on user content and relies on users contributing content to the Service, including without limitation quizzes, pictures, video, text, messages, information, user feedback and any other content (“User Content”). You hereby grant to Kahoot! a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to commercialize, use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content you have made available to the public in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive any “moral rights” (or the equivalent under applicable law) such as your right to be identified as the author of any

User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

You promise that, with respect to any User Content you post on Kahoot!, (1) you have all rights necessary to upload such User Content to the Kahoot! Service and to grant the above license to Kahoot!, and (2) such User Content, or its use by Kahoot! as contemplated by the Agreements, does not violate the Agreements, applicable law,  intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Kahoot! or any rights holder without express written consent from such individual or entity.

Kahoot! may review, monitor, edit or remove User Content in our sole discretion, but is under no obligation to do so. In all cases, Kahoot! reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Kahoot!'s sole discretion, violates the Agreements. Kahoot! may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that have published on Kahoot!. Kahoot! does not endorse the correctness of the User Content or any opinion contained in any User Content. You will, to the greatest possible extent permissible under applicable law, indemnify and hold Kahoot! and its licensors harmless from and against any third party claim asserting that the User Content violates any third party rights or applicable laws, regulations or legal requirements anywhere in the world, including any loss, costs and expenses arising out of such third party claim.

9. DMCA and User Content reporting

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that material available in the Service infringes your copyright, you (or your agent) may send to Kahoot a written notice by mail or e-mail, requesting that Kahoot removes such material or blocks access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Kahoot a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Asmund Furuseth as follows: By mail to Asmund Furuseth, Kahoot! AS, Tordenskiolds gate 2, 0160 Oslo, Norway ; or by e-mail to asmund@kahoot.com. Asmund Furuseth's phone number is +47 95764641. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice. Please note that Kahoot may, in appropriate circumstances, terminate or suspend users and accountholders who

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If you believe that any Resources do not comply with the Acceptable Use, feel free to report this to Kahoot! [support desk](#).

10. Organizations

If you establish a Kahoot! account on behalf of a company, organization, entity, or brand (an “Organization”, and such account an “Organization Account”), the terms “you” and “your”, as used throughout the Agreements, apply to both you and the Organization, as applicable.

If you open an Organization Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in the Agreements and to bind the Organization to the Agreements.

11. Account security

As creator of your Kahoot! account you have access and control over the Kahoot! account and the devices that are used to access the Service. To maintain control over the account and to prevent anyone from accessing the account, you should maintain control over the devices that are used to access the Service and not reveal the password nor any payment details associated with your account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. You are also responsible for preventing unauthorized access and use of your account by any other than you. We can terminate your account or place your account on hold in order to protect you, Kahoot! or our partners from conducting or attempting to conduct identity theft or other fraudulent activity.

12. Term and termination

The Agreements will continue to apply to you until terminated by either you or Kahoot!. You may terminate the Agreements at any time. Kahoot! may terminate the Agreements or suspend your access to the Kahoot! Service at any time, including in the event of your actual or suspected unauthorised use of the Kahoot! Service and/or Resources, or non-compliance with the Agreements. If you or Kahoot! terminate the Agreements, or if Kahoot! suspends your access to the Kahoot! Service, you agree that Kahoot! shall have no liability or responsibility to you and Kahoot! will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

You hereby acknowledge and agree that the perpetual license granted to Kahoot! by you in relation to User Content will continue after expiry or termination of any of the Agreements for any reason.

Sections 2, 8, 12, 13, 14, 15 and 16 and all other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

13. Warranty and disclaimer

Although Kahoot! will endeavor to provide the Kahoot! Service in the best possible way without interruptions, you understand and agree that the Kahoot! Service is provided “as is” and “as available”, without any express or implied warranty, condition or assurance of any kind. This means that we do not represent or warrant to you that:

1. the use of the Kahoot! Service and the Resources will meet your needs or requirements.
2. the use of the Kahoot! Service and the Resources will be uninterrupted, timely, secure or free from errors.
3. the information obtained by using the Kahoot! Service and the Resources will be accurate or reliable, or
4. any defects in the operation or functionality of Kahoot! Service or any Resources we provide will be repaired or corrected.

You are using the Kahoot! Service and the Resources at your own risk and for your own account. Any Resources downloaded or otherwise obtained through the use of the Kahoot! Service is done at your own discretion and risk, and you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such Resources. Kahoot! and all owners of the Resources make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither

Kahoot!, its licensors, partners nor any owner of Resources warrants that the Kahoot! Service is free of malware or other harmful components. In addition, Kahoot! makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third party applications (or the resources thereof), User Content, or any other product or service offered by a third party on or through the Kahoot! Service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that Kahoot! is not responsible or liable for any communication between users or any transaction between you and third party through the Kahoot! Service. No information or advice, whether expressed, implied, oral or written, obtained by you from Kahoot! AS or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms.

This section shall apply to the greatest possible extent permitted under applicable law.

14. Limitation

YOU HEREBY AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE KAHOOT! SERVICE IS TO UNINSTALL ANY KAHOOT! SOFTWARE AND TO STOP USING THE KAHOOT! SERVICE. WHILE KAHOOT! ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE RESOURCES THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO KAHOOT!, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE RESOURCES THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL KAHOOT!, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE KAHOOT! SERVICE; THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER KAHOOT! HAS BEEN MADE AWARE OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE KAHOOT! SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO KAHOOT! FOR THE PRECEDING TWELVE MONTHS PRIOR TO THE RELEVANT LIABILITY AROSE. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits Kahoot!'s liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

15. Third party rights

In addition to the sections above, and notwithstanding anything to the contrary in Terms, this section applies with respect to your use of any version of our app compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Terms and does not own and is not responsible for the app. Apple is not providing any warranty for the app except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the app and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the app, including any third-party product liability claims, claims that the app fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the app, including those pertaining to intellectual property rights, must be directed to Kahoot!. The license you have been granted in these Terms is limited to a non-transferable license to use the app on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled

by you, or as otherwise permitted by the Usage Rules set out in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. Notwithstanding these rights of Apple and Apple's subsidiaries, Kahoot's right to enter into, modify or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.

16. Miscellaneous

16.1. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Kahoot! and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you shall provide us with such cooperation as is reasonably requested by us.

16.2. Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Kahoot!, the Agreements constitute all the terms and conditions agreed upon between you and Kahoot! and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

16.3. Severability and waiver

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Kahoot! or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Kahoot!'s or the applicable third party beneficiary's right to do so.

16.4. Assignment

Kahoot! may assign the Agreements or any part of them, and Kahoot! may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

17. Governing Law / Jurisdiction

The Services are controlled by Kahoot! AS from our offices located in Oslo, Norway. They can be accessed by most countries around the world. As each country has laws that may differ from those of Norway, by accessing our Services, you agree that the statutes and laws of Norway, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Services and the purchase of any products or services through the Services.

Furthermore, any action to enforce this User Agreement shall be brought in the courts located in Oslo (Oslo tingrett), Norway. You hereby agree to the jurisdiction by such courts, and waive any

jurisdictional, venue, or inconvenient forum objections to such courts.

Acceptable Use Policy

By visiting our Services and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as “Resources”), you agree to use the Services and these Resources only for the purposes intended as permitted by (a) the Terms, (b) this Acceptable Use Policy and (c) applicable laws, regulations and generally accepted online practices or guidelines (“Acceptable Use”). **Wherein, you understand that:**

a. In order to access our Services and Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Services and Resources. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Services and Resources. Accordingly, you are responsible for all activities that occur under your account/s.

c. Accessing (or attempting to access) any of our Services and Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Services and Resources through any automated, unethical or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Services and Resources, including the servers and/or networks to which our Services and Resources are located or connected, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

f. You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. We may provide various open communication tools on our Services, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our Services, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

i. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;

iii. Contains any type of unauthorized or unsolicited advertising;

iiii. Impersonates any person or entity, including any Kahoot! employees or representatives.

We have the right at our sole discretion to remove any content that we feel in our judgment does not comply with the Agreements, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible

for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

h. To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Kahoot! and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Acceptable Use Policy or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Acceptable Use Policy. In such event, you shall provide us with such cooperation as is reasonably requested by us.



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 Google for Education

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Privacy Policy

Kahoot! AS (“Kahoot”) is concerned about privacy issues and wants you to be familiar with how we collect, use and disclose information. This Privacy Policy describes our practices in connection with information that we collect through websites operated by us from which you are accessing this Privacy Policy (the “**Websites**”), through the software applications made available by us for use on or through computers and mobile devices (the “**Apps**”), and through HTML-formatted email messages that we send that link to this Privacy Policy (collectively, including the Websites and Apps, the “**Services**”). By providing Personal Information to us, you agree to the terms and conditions of this Privacy Policy.

PLEASE SEE BELOW FOR OUR POLICY REGARDING OUR COLLECTION OF INFORMATION FROM U.S. CHILDREN UNDER AGE 13 AND CHILDREN OUTSIDE THE U.S. UNDER AGE 16

If you are a California resident, please see “Additional Information for California Residents,” below, for more information about our practices and your rights.

Last updated March 30, 2020

WHAT IS KAHOOT?

Kahoot provides a game-based learning tool that can be played through most web browsers (at <http://kahoot.it>) and through our App. A Kahoot game (referred to as a “Kahoot”) consists of players answering multiple-choice questions presented on the screen of the user who hosts the particular game or, in un-hosted games, on the screens of the participants in the particular game itself.

PERSONAL INFORMATION

“Personal Information” is information that identifies an individual or relates to an identifiable person, including:

- Name
- Email address (required)
- Date of birth (required for students and social users)
- Company or organization (of work-related users)
- Financial information (required when signing up for Kahoot Plus “the Paid Subscriptions”)

- School or university (of students and teachers)
- Biographical information (for teachers who elect to provide it)
- Chosen username and password for Kahoot account (required)
- Profile picture
- Your interests (such as arts, biology, chemistry, history, music, law etc.)
- Your teaching level, if you are a teacher (such as kindergarten, grade level, higher education, etc.)



We need to collect and process Personal Information marked as 'required' in order to provide the requested Services to you, or because we are legally required to do so. If you do not provide the information that we request, we may not be able to provide the requested Services.

If you submit any Personal Information relating to other people to us or to our service providers in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

Personal information we collect

We do not collect any Personal Information from a person who merely plays a Kahoot except if you participate in a Kahoot! which is hosted using the Player Identifier feature. Further information regarding Player Identifier is included below. In order to be able to create and host a Kahoot, however, a user ("accountholder") must create an account at <https://create.kahoot.it/account/register/> or through our App. As described in more detail below, we may collect, use and disclose Personal Information from adult accountholders. An "adult accountholder" is a U.S. user who is age 13 or older or a user from outside the U.S. who is age 16 or older.

Our information practices are different with respect to younger users. Specifically, when a U.S. user who is under the age of 13 or a user from outside the U.S. who is under the age of 16 creates an account (a "child accountholder"), we collect his or her email address only for the purpose of providing password reminders to him or her. We collect no other Personal Information from child accountholders, and we immediately and permanently alter the email address such that it can only be used as a password reminder and cannot be reconstructed into its original form or used to contact the child accountholder. Kahoot also collects a user name and password from child accountholders, which are used for login purposes only.

Player Identifier

Player Identifier is a game option that allows a host to track progress and scores of the players who have permitted you to do so. By default, the Player Identifier is toggled off, but can be enabled if your payment plan permits use of Player Identifier.

Player Identifier enables the host, and Kahoot!, to see the email address linked with the nickname of the player as well as the Kahoot! answers provided by such players. If you are a participant in a Player Identifier enabled Kahoot!, you accept that your nickname and email address or any other Personal Information requested by the host are connected and your answers being visible for the host (e.g. your employee number and your last name). This means that when you participate in a Player Identifier game, both Kahoot! and your host can see and store the email address or any other Personal Information you have connected with your nickname, as well as your Kahoot! answers. We process your Personal Information for the purpose of providing the Player Identifier functionality to the host. The Personal Information will not be visible for other players during or after the game.

Please note that the host using Player Identifier feature is the data controller of all personal data provided by the players in the host's Kahoot! and therefore responsible for ensuring that such personal data is lawfully collected and processed in accordance with applicable legislation. Kahoot! will only act as a data processor with respect to any such personal data and will process and store this data on behalf of the host. The host is responsible for ensuring that any collection and processing of personal data from participants in a Player Identifier enabled game is carried out in accordance with applicable law, including e.g. having obtained consent from the participant, if required.

How We Collect Personal Information

We and our service providers collect Personal Information from adult accountholders in a variety of ways, including:

- **Through the Services:** We collect Personal Information through the Services, e.g., when you create an account, register your credit/debit card information and other financial data that we/our payment processors need to provide the Services, or populate your profile.
- **Offline:** We collect Personal Information from you offline, such as when you contact customer service.
- **From Other Sources:** We may receive your Personal Information from other sources, such as Google or Microsoft (if you choose to register using your Google or Microsoft account), public databases, joint marketing partners and other third parties.

How We Use Personal Information

We and our service providers use Personal Information for our legitimate business purposes, including the following:

- **Providing the functionality of the Services and fulfilling your requests.**
 - To provide the Services' functionality to you, such as arranging access to your account.
 - To respond to your inquiries and fulfill your requests, such as to send you newsletters.
 - To complete your transactions.
 - To send administrative information to you, such as information regarding the Services and changes to our terms, conditions and policies.
 - To allow you to share Kahoots and initiate challenges through the Services, and to notify you when a Kahoot is shared with you, when a Kahoot you have created is featured to others on the Services, or when you have been invited to join a challenge.

We engage in these activities to manage our contractual relationship with you and/or to comply with a legal obligation.

- **Providing you with marketing material that we believe may be of interest to you.**
 - This may include recommended Kahoots based on your general location and your use of the Services, subject to your consent if required by applicable law.

We engage in this activity with your consent or where we have a legitimate interest.

- **Analysis of Personal Information for business reporting and providing personalized services.**
 - To personalize your experience on the Services by presenting products and offers tailored to you.

We provide personalized services either with your consent or because we have a legitimate interest.

- **Allowing you to participate in sweepstakes, contests and similar promotions.**

- We may offer you the opportunity to participate in sweepstakes, contests and similar promotions. Some of these activities may have additional rules, which could contain additional information about how we use and disclose your Personal Information.

We engage in these activities to manage our contractual relationship with you.

- **Anonymizing and/or aggregating Personal Information.**

- We may anonymize and/or aggregate Personal Information so that it will no longer be considered Personal Information. We do so to generate other information for our use, which we may use and disclose for any purpose.

- **Accomplishing our business purposes.**

- For our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing new products, enhancing, improving or modifying our Services, identifying usage trends, determining the effectiveness of our promotional campaigns and operating and expanding our business activities.

We engage in these activities to manage our contractual relationship with you, to comply with a legal obligation, and/or because we have a legitimate interest.

How Personal Information May Be Disclosed

The Personal Information of adult accountholders may be disclosed:

- To our third party service providers who provide services such as website hosting, data analysis, information technology and related infrastructure provision, customer service, email delivery, auditing, payment processing and other services.
- To third-party sponsors of sweepstakes, contests and similar promotions.
- To identify you to anyone with whom you share a Kahoot or other messages, including challenges, through the Services.
- By you, on profile pages and other services to which you are able to post information and materials. Please note that any information you post or disclose through these services will become public and may be available to other users and the general public. We urge you to be very careful when deciding to disclose any information on the Services.

Other Uses and Disclosures

We also use and disclose Personal Information as necessary or appropriate, especially when we have a legal obligation or legitimate interest to do so:

- **To comply with applicable law and regulations.**
 - This can include laws outside your country of residence.
- **To cooperate with public and government authorities.**
 - To respond to a request or to provide information we believe is important.
 - These can include authorities outside your country of residence.
- **To cooperate with law enforcement.**
 - For example, when we respond to law enforcement requests and orders or provide information we believe is important.

- **For other legal reasons.**
 - To enforce our terms and conditions.
 - To protect our rights, privacy, safety or property, and/or that of our affiliates, you or others.
- **In connection with a sale or business transaction.**
 - We have a legitimate interest in using, disclosing, or transferring your Personal Information to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings). Such third parties may include, for example, an acquiring entity and its advisors.

OTHER INFORMATION

Other Information We Collect

“Other Information” is any information that does not reveal your specific identity or does not directly relate to an individual, such as:

- Browser and device information
- App usage data
- Information collected through cookies, pixel tags and other technologies
- Demographic information and other information provided by you
- Aggregated information

If we are required to treat Other Information as Personal Information under applicable law, then we may use it for the purposes for which we use and disclose Personal Information as detailed in this Policy.

How We Collect Other Information

We and our third party service providers collect Other Information in a variety of ways, including:

Through your browser or device: Certain information is collected by most browsers or automatically through your device, such as your Media Access Control (MAC) address, computer type (Windows or Macintosh), screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version and the name and version of the Services (such as the App) you are using. We use this information to ensure that the Services function properly.

Through your use of the App: When you download and use the App, we and our service providers may track and collect App usage data, such as the date and time the App on your device accesses our servers and what information has been downloaded to the App based on your device number.

Using cookies: Cookies are pieces of information stored directly on the computer that you are using. Cookies allow us to collect information such as browser type, time spent on the Services, pages visited, language preferences, and other anonymous traffic data. We and our service providers use the information only to support the internal operations of the Services, such as for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the Services and to recognize your computer in order to assist your use of the Services. We also gather statistical information about use of the Services in order to continually improve their design and functionality, understand how they are used and assist us with resolving questions regarding them.

If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>. If, however,

you do not accept cookies, you may experience some inconvenience in your use of the Services. For example, we may not be able to recognize your computer, and you may need to log in every time you visit.

Using pixel tags and other similar technologies: Pixel tags (also known as web beacons and clear GIFs) may be used in connection with services to, among other things, track the actions of users of the Services (including adult accountholders that may receive emails from us), measure the success of marketing campaigns and compile statistics about usage of the Services and response rates.

Analytics: We use third parties, including Google Analytics, which use cookies and similar technologies to collect and analyze information about use of the Services and report on activities and trends. You can learn about Google's practices by going to www.google.com/policies/privacy/partners/, and opt out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

IP Address: Your IP address is a number that is automatically assigned to the computer that you are using by your Internet Service Provider (ISP). An IP address may be identified and logged automatically in our server log files whenever a user accesses the Services, along with the time of the visit and the page(s) that were visited. Collecting IP addresses is standard practice and is done automatically by many websites, applications and other services. We use IP addresses for the purposes of providing support for the internal operations of the Services, such as calculating usage levels, diagnosing server problems, and administering the Services. We may also derive your approximate, general, location from your IP address.

From you: Information such as communications preference may be collected from adult accountholders when they voluntarily provide it.

By aggregating information: Aggregated Personal Information does not personally identify you or any other user of the Services.

How We Use and Disclose Other Information

We use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. In some instances, we may combine Other Information with Personal Information. If we do, we will treat the combined information as Personal Information as long as it is combined.

OUR COLLECTION OF PERSONAL INFORMATION FROM CHILDREN

We do not knowingly seek or collect Personal Information from users under the age of 13 (for U.S. users) or 16 (for non-U.S. users). If we determine we have inadvertently gathered Personal Information from users under the age of 13 (for U.S. users) or 16 (for non-U.S. users), we will promptly delete any and all such Personal Information from our records.


We and our service providers collect information that is reasonably necessary to support the internal operations of the Kahoot! Service, as described below.

When a user who is under the age of 13 (for U.S. users) or 16 (for non-U.S. users) creates an account (a "child accountholder"), we collect an email address only for the purpose of providing password reminders. We immediately and permanently alter the email address such that it can only be used as a password reminder and cannot be reconstructed into its original form or used to contact the child accountholder.

To permit the child accountholder to use the Services, we also collect a username and password, which are used for login purposes only.

We and our service providers collect the information described above, under "Other Information," from child accountholders; however, we restrict the use of persistent identifiers for children accountholders. Specifically, we utilize pseudonymous identifiers to understand, among other things, the volume of unique users using our Services, and we limit the geolocation information that we collect to no more

precise than a city-wide area. Our collection persistent identifiers from child accountholders does not allow us to identify, contact or create a profile of such users.

The Children's Online Privacy Protection Act of 1998 (U.S.), the Family Educational Rights and Privacy Act (U.S.), the General Data Protection Regulation (E.U.) and other data privacy laws have been established to protect the privacy of mir  We take our compliance obligations under such laws, and the privacy of our users generally, very seriously.

If you would like to review the information we have collected from your child (i.e., his or her username and password), or if you would like to ask us to make no further use of, or delete, the information we have collected from your child, contact us as described in the "Contacting Us" section, below. In your request, please include your name and your child's Kahoot! username and specify the action you would like us to take. For your child's protection, we may need to verify your identity before implementing your request.

ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS

This section provides information for California residents in connection with the California Consumer Privacy Act ("CCPA"). Under the CCPA, "Personal Information" generally means information that identifies, relates to, or describes a particular California resident or household and includes the categories listed below. This section does not expand upon our practices with respect to our collection of Personal Information from children, as described above in section entitled "Our Collection of Personal Information from Children." This section may, however, give children who are residents of California (and their parents or guardians) additional rights.

The following sections provide details about the categories of Personal Information of California residents that we have collected or disclosed during the last 12 months:

Categories of Personal Information Collected. We collected the following categories of Personal Information:

- A. Identifiers, such as name, IP address, email address and online identifiers;
- B. Personal information, as defined in the California customer records law, such as contact and financial information;
- C. Your date of birth;
- D. Commercial information, such as transaction information and purchase history;
- E. Internet or network activity information, such as browser and device information, app usage data, information collected through cookies, pixel tags and other technologies, demographic information and other information provided by you and aggregated information;
- F. Geolocation data, such as device location, limited only to a city-wide area; and
- G. Inferences drawn from any of the Personal Information listed above to create a profile or summary about, for example, an individual's preferences and characteristics.

Sources of Personal Information. We collect this Personal Information directly from California residents themselves, as well as from third-party sources, such as Google or Microsoft (if you choose to register using your Google or Microsoft account), public databases, and joint marketing partners.

Purposes. We may use this Personal Information to operate, manage, and maintain our business, to provide our products and services, and to otherwise accomplish our business purposes and objectives.

Are you a teacher, business or parent affected by COVID-19? See how Kahoot! can support you. [Learn more](#)



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such as internal investigations; complying with law, legal process, and internal policies; maintaining records; and exercising and defending legal claims.

Disclosures of Personal Information. The Personal Information of adult accountholders may be disclosed:

- To our third party service providers who provide services such as website hosting, data analysis, information technology and related infrastructure provision, customer service, email delivery, auditing, payment processing and other services.
- To third-party sponsors of sweepstakes, contests and similar promotions.
- To identify you to anyone with whom you share a Kahoot or other messages, including challenges, through the Services.
- By you, on profile pages and other services to which you are able to post information and materials. Please note that any information you post or disclose through these services will become public and may be available to other users and the general public. We urge you to be very careful when deciding to disclose any information on the Services.

Other Uses and Disclosures

We also use and disclose Personal Information as necessary or appropriate, especially when we have a legal obligation or legitimate interest to do so:

- To comply with applicable law and regulations.
 - This can include laws outside your country of residence.
- To cooperate with public and government authorities.
 - To respond to a request or to provide information we believe is important.
 - These can include authorities outside your country of residence.
- To cooperate with law enforcement.
 - For example, when we respond to law enforcement requests and orders or provide information we believe is important.
- For other legal reasons.
 - To enforce our terms and conditions.
 - To protect our rights, privacy, safety or property, and/or that of our affiliates, you or others.
- In connection with a sale or business transaction.
 - We have a legitimate interest in using, disclosing, or transferring your Personal Information to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings). Such third parties may include, for example, an acquiring entity and its advisors.


Sales of Personal Information. We have not sold Personal Information. For purposes of this CCPA Notice, “sale” means the disclosure of Personal Information for monetary or other valuable consideration but does not include, for example, the transfer of Personal Information as an asset that is part of a merger, bankruptcy, or other disposition of all or any portion of our business.

If you are a California consumer, you have the following rights:

(A) Right to Know. You have the right to request that we disclose to you the following information covering the 12 months preceding your request:

- The categories of Personal Information we collected about you and the categories of sources from which we collected such Personal Information;
- The specific pieces of Personal Information we collected about you;

- The business or commercial purpose for collecting Personal Information about you; and
- The categories of Personal Information about you that we disclosed and the categories of third parties to whom we disclosed such Personal Information.

(B) Right to Request Deletion. You have  right to request that we delete Personal Information we collected from you.

To make a request for the disclosures or deletion described above, please email hello@kahoot.com, [fill out the submission form here](#), or contact us as described in the “Contacting Us” section, below. In some instances, we may decline to honor your request where, for example, we are unable to verify your request or where an exception applies, such as where the disclosure of Personal Information would adversely affect the rights and freedoms of another California resident.

(C) Right to be Free from Discrimination. You have the right to be free from unlawful discrimination for exercising your rights under the CCPA.

THIRD PARTY SERVICES

This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site or service to which the Services link. The inclusion of a link on the Services does not imply endorsement of the linked site or service by us or by our affiliates.

In addition, we are not responsible for the information collection, use, disclosure or security policies or practices of other organizations, such as Facebook, Twitter, WhatsApp, Apple, Google, Microsoft, or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer, including with respect to any Personal Information you disclose to these or other organizations.

Kahoot! App in Microsoft teams

Our Kahoot! App in Microsoft Teams is enabled by Microsoft Bot Framework. The Microsoft Bot Framework is a set of web-services that enable intelligent services and connections using conversation channels you authorize. As a service provider, Microsoft will transmit content you provide to our bot/service in order to enable the service. For more information about Microsoft privacy policies please see their privacy statement here: <http://go.microsoft.com/fwlink/?LinkId=521839>. In addition, your interactions with this bot/service are also subject to the conversational channel's applicable terms of use, privacy and data collection policies. To report abuse when using a bot that uses the Microsoft Bot Framework to Microsoft, please visit the Microsoft Bot Framework website at <https://www.botframework.com> and use the “Report Abuse” link in the menu to contact Microsoft.

SECURITY

We seek to use reasonable organizational, technical and administrative measures to protect Personal Information within our organization. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please immediately notify us in accordance with the “Contacting Us” section below.

CHOICES AND ACCESS

Your choices regarding our use and disclosure of your Personal Information

We give adult accountholders choices regarding our use and disclosure of their Personal Information for marketing purposes. You may opt-out from receiving marketing-related emails from us on a going-forward basis by clicking the unsubscribe link in any such email. In addition, in your user settings, you may opt-out of receiving emails letting you know that a Kahoot has been shared.

We will try to comply with your request(s) as soon as reasonably practicable. Please note that if you

opt-out of receiving marketing-related emails from us, we may still send you important administrative messages, from which you cannot opt-out.

How you can access, change or suppress your Personal Information

If you are an adult accountholder and you would like to request to review, correct, update, suppress or delete Personal Information, restrict the processing of your Personal Information, object to the processing of your Personal Information, or if you would like to receive an electronic copy of your Personal Information for purposes of transmitting it to another company (to the extent this right to data portability is provided to you by applicable law), you may contact us in accordance with the “Contacting Us” section below. We will respond to your request consistent with applicable law.

In your request, please make clear what Personal Information you would like to have changed, whether you would like to have your Personal Information suppressed from our database or otherwise let us know what limitations you would like to put on our use of your Personal Information. For your protection, we may only implement requests with respect to the Personal Information associated with the particular email address that you use to send us your request, and we may need to verify your identity before implementing your request. You may also delete your account by selecting “Delete My Account” when logged into the Services. You may also delete, when logged into the Services, any content or information that you have posted to the Services in the form of Kahoots that you have created. Please note that your actions cannot ensure complete or comprehensive removal of the content or information, as, for example, some of your content may have been reposted or repurposed by another accountholder.

Please note that we may need to retain certain information for recordkeeping purposes and/or to complete any transactions that you began prior to requesting a change or deletion.

RETENTION PERIOD

We keep your Personal Information for as long as needed or permitted in light of the purpose(s) for which it was obtained and consistent with applicable law. The criteria used to determine our retention periods include (i) the length of time we have an ongoing relationship with you and provide our Services to you; (ii) whether there is a legal obligation to which we are subject; or (iii) whether retention is advisable in light of our legal position (such as in regard of applicable statutes of limitations, litigation, or regulatory investigations).

CROSS-BORDER TRANSFER

Your Personal Information may be stored and processed in any country where we have facilities or in which we engage service providers, and by using the Services you understand that your information will be transferred to countries outside of your country of residence, which may have data protection rules that are different from those of your country.

If you are located in the European Economic Area (“EEA”): Some of the non-EEA countries are recognized by the European Commission as providing an adequate level of data protection according to EEA standards (the full list of these countries is available [here](#)). For transfers from the EEA to countries not considered adequate by the European Commission, we have put in place adequate measures, such as standard contractual clauses adopted by the European Commission to protect your Personal Information. You may obtain a copy of these measures by contacting us (see below under Contacting Us).

SENSITIVE INFORMATION

We ask that you not send us, and you not disclose, any sensitive Personal Information (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Services or otherwise to us.

UPDATES TO THIS PRIVACY POLICY

We may change this Privacy Policy. The “LAST UPDATED” legend at the top of this page indicates

when this Privacy Policy was last revised. Any changes will become effective when we post the revised Privacy Policy on the Services.

CONTACTING US

If you have any questions about this Privacy Policy, please contact us at hello@kahoot.com or Kahoot!

701 Brazos St., Suite 102
Austin, TX 78701
USA
Kahoot! AS
Fridtjof Nansens plass 7
0160 Oslo
Norway



Because email communications are not always secure, please do not include sensitive information in your emails to us.

ADDITIONAL INFORMATION FOR INDIVIDUALS IN THE EEA

If you are located in the EEA, you may lodge a complaint with a supervisory authority competent for your country or region.



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