

Terms and conditions - Mentimeter

Version 3.0, valid from 2020-05-08

1. INTRODUCTION AND DEFINITIONS

1.1 Thanks for choosing Mentimeter! These are our general terms and conditions pursuant to which Mentimeter (hereinafter also referred to as “**we**”, “**us**” or “**our**”) provides Customers, Users and Audience (hereinafter “**you**”) access to our Services (as defined below). You who are a member of the Audience accept these Terms before you interact with a Survey, but since not all parts of the Terms apply to you we have summarized the applicable parts in Section 21.

1.2 By accepting these Terms when purchasing and/or subscribing for the Services you receive a non-exclusive, non-transferable, revocable and limited in time right to use the Free Version, Basic Version or Pro Version of the Application, hereinafter defined as a “**License**”, under the Terms set forth herein.

1.3 Capitalized words used herein but not already defined above, shall have the following meaning:

"Account" means the account you create to access the Services, identifiable by unique email;

"Application" means the web-based interactive presentation platform developed and provided by Mentimeter in which you create online Surveys with questions that the Audience responds to via their computers or mobile devices. The result is shown in real time;

"Audience" means the individual(s) for which a Survey is created and who is (are) the respondent(s) of the Survey;

"Basic Version" means the basic version of the Application as further described in <https://www.mentimeter.com/plans> (which may be updated from time to time);

"Customer" means the individual or entity who purchases one or several Licenses to use a Paid Version (whether or not you are a User);

"Data Protection Laws" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“**GDPR**”) and other thereto related applicable laws and regulations. Expressions used herein, e.g. ‘data subject’, ‘personal data’, ‘processing’, ‘controller’, ‘processors’, ‘personal data breach’ etc., shall be construed in accordance with the meaning given to them in the GDPR;

"Free User" means the individual or entity who has signed up for a License to the Free Version;

"Free Version" means the free version of the Application as further described in <https://www.mentimeter.com/plans> (which may be updated from time to time);

"Initiation Day" means the day when a Customer purchases a License to use any of the Application's Paid Versions and thereby agrees to these Terms;

"License Period" has the meaning described in Section 3.2;

"Mentimeter" means Mentimeter AB, Reg. No. 556892-5506, a Swedish limited liability company with VAT number: SE556892550601 and email: hello@mentimeter.com;

"Paid Version" means the Pro, Basic or any other version of the Application that the Customer pays for;

"Pro Version" means the pro version of the Application as further described in <https://www.mentimeter.com/plans> (which may be updated from time to time);

"Services" means all services furnished by Mentimeter to you under these Terms, such as, but not limited to the Application and the Websites;

"Survey" means the presentations, surveys, quizzes and/or other types of questions created by a User using our Application;

"Team Member" means the individual(s) or entity(ies) who are part of a Team Workspace;

"Team Workspace" means the group that Mentimeter will automatically create when a Customer purchases more than one License, which is further described in Section 6;

"Terms" means these terms and conditions including any separate agreement that might have been entered into between Mentimeter and a User or Customer, as applicable, regarding the Services;

"Third Party Application" means the software for which the copyright and other intellectual property rights belongs to a third party such as, but not limited to, the third parties mentioned by us in the list below (we utilize some of the best technology and third party applications in the world to make Mentimeter awesome);

- Ruby by Yukihiro "Matz" Matsumoto
- React by Facebook is licensed by MIT
- ReactNative by Facebook is licensed by MIT
- Redux is licensed by MIT
- PostgreSQL by The PostgreSQL Global Development Group is licensed under the PostgreSQL License
- NodeJS by The Linux Foundation is licensed under the NodeJS license
- ESLint by Nicholas C. Zakas is licensed by MIT
- Babel by BabelJS is licensed by MIT
- LESS by Alexis Sellier is licensed under CC-BY 3.0
- Twemoji by Twitter is licensed under CC-BY 4.0

"User" means any person, such as a Customer, Free User or Team Member, who has signed up for an Account or in any other way use the Services, like for example Audience;

"User Data" means all data (e.g. documents, text and pictures) including personal data, submitted by you (and your Audience in their interaction with your Survey) electronically in the use of the Application; and

"Websites" means mentimeter.com and menti.com as well as any other sites related to mentimeter.com and menti.com, including subsites or versions of them connected to help/support you to use the Application.

2. YOUR UNDERTAKINGS

2.1 You are responsible for providing Mentimeter with all the information that is necessary for us to be able to provide you with the Services and our other obligations set forth herein.

2.2 You are also responsible for your Internet connection and the network that is being used to gain access to, and make use of, the Application. You agree to arrange for and fulfill the technical requirements needed to use our Services, such as to have the equipment and software required for the performance of the Application.

2.3 You shall ensure that (i) any and all User Data as well as your software is free of viruses, trojans, worms or other harmful software codes, (ii) User Data as well as your software is in a format suitable for the Application and (iii) that your software and/or User Data cannot in any other way, harm or adversely affect Mentimeter's systems, Websites or Application.

2.4 You are responsible to ensure that your log-in information, security procedures and other information, which is used to access/use the Application, is kept confidential and treated as confidential information. You agree to immediately inform Mentimeter if any unauthorized person has obtained knowledge of such information.

2.5 You agree not to copy, decompile, decrypt or deconstruct the Application (or any software or code that is included in the Application) or try to derive or create source code from the Application and you also agree not to circumvent or try to circumvent the security measures of the Application set out by Mentimeter.

2.6 You agree to follow the instructions provided from time to time by Mentimeter for use of the Application including, for the avoidance of doubt, not to permit any other person to use your License.

2.7 To the extent the Terms does not state differently, you are responsible for back-ups of User Data.

2.8 You are liable for the Surveys you create and responsible for all User Data and other data you submit to our Services.

2.9 You agree not to use and to ensure that the Application is not used in an inappropriate or illegal manner; such as, but not limited to, posting pornographic, offensive, racist, harassing or otherwise unlawful or inappropriate material in the Surveys or Application or by registering and/or using a username reflecting any of the above. Mentimeter reserves the right to, without warning, cancel your right to use our Services if you do this, which neither entitles you to refund for payment done nor compensation of any other kind. We also reserve the right to (i) investigate and take appropriate

action against anyone who violates, or is suspected of violating, these Terms, including removing any content or reclaiming your username at any time, and/or reporting you to law enforcement authorities and (ii) disclose all kinds of data supplied to our Services, if we receive a request for information and this is required by mandatory applicable laws, governmental regulations or rules, or by any orders of court or competent authority or arbitral tribunal.

2.10 You confirm that you have the full right, power and authority to create your Account and/or purchase Licences from us and thereby enter into this agreement which creates a legal, valid and binding obligation on you that does not violate any applicable law, rule or regulation, or require any conditional consent by any person or entity. If you are accessing or using the Services in connection with your employment, you confirm that you are authorized to bind your company/employer to these Terms and any references herein to you will refer to both you and your company/employer, as applicable.

2.11 Mentimeter is intended to be a business tool. If you are younger than 16 years old, you must be represented by your parents or guardians to agree to these Terms and to use the Application.

2.12 We reserve the right to terminate your subscription of a License under these Terms and suspend you from your License(s) immediately or limit your access to the Services if you fail to comply with these Terms or if the provision of the Services might lead to more than a minor damage for Mentimeter or any third party.

3. PRICES, PAYMENT AND REFUNDS

3.1 Current and applicable prices for the Licenses is found here: <https://www.mentimeter.com/plans>. All prices are exclusive of VAT, other taxes and potential tolls or import/export fees.

3.2 Payment for the Paid Versions shall be made upfront on the Initiation Day for the entire license period which is twelve months if not otherwise agreed upon (the "**Licence Period**"). Exceptions may be made when payment is done through invoice and/or bank transfer, in which case payment is due within the number of days after the Initiation Day as specified in the invoice. The first day after the end of the License Period, the License will be automatically cancelled.

3.3 Payment cannot be made for parts of the License Period or be partially repaid.

3.4 We reserve the right to change the prices listed under <https://www.mentimeter.com/plans> as well as the payment terms (including License Periods) at our own discretion. Such changes will however not affect a License already paid for.

3.5 Customers are entitled to a full refund within fourteen days from the Initiation Day for the Basic Version and the Pro Version by cancelling the License. In order to receive the refund, send us a

written notice to support@mentimeter.com stating why the refund is requested. We will provide the refund within 14 days from registering the request.

3.6 By using the Application in a live situation in front of an Audience you lose the right to refund.

4. DISTRIBUTION OF LICENSES

4.1 Customers will be provided the Licence(s) to the Paid Versions as of the Initiation Day and Free Users will be provided the Licence(s) to the Free Version when the Free User has registered an Account by providing necessary information and accepted these Terms. Necessary instructions for using the Application will be available.

4.2 Accounts are individual, meaning that one Account can only be used by one person and you agree not to permit any other person to your License. For the avoidance of doubt, this does not limit your right to use the Application for Surveys.

4.3 One License gives you the right and ability to use the features stated in <https://mentimeter.com/plans>.

5. SERVICE LEVELS

5.1 There are three different service levels of the Application; the Free Version, the Basic Version and the Pro Version. Relevant information about the different versions, as well as the contents, features and pricing, can be found here: <https://mentimeter.com/plans> (which may be updated from time to time).

5.2 Free Users retain the title to all User Data submitted to the Free Version, but hereby grant Mentimeter an irrevocable right to – in an anonymized format – use Surveys created by the Free User and the answers from the Audience. Such information will only be used by us and as inspiration for Mentimeter to further develop the Application.

5.3 You - unless you are a Team Member in which case your organization as our Customer - retain the title to all User Data submitted to the Basic Version and the Pro Version. Mentimeter receives no right to use neither the Surveys created by you, nor the answers provided by the Audience. Please see our Security Policy for information about our access and access control.

6. TEAM WORKSPACE

6.1 When you as a Customer purchase several Licenses, a Team Workspace is automatically created by us and the Licenses can be distributed and re-distributed by you among several Team Members during the License Period without limitation. In this Section 6 “you” and “your” refer only to Customers and no other Users.

6.2 You choose the Team Member(s) and administrator(s) of your Team Workspace and it is your responsibility to remove any Team Member(s) and administrator(s) that you consider no longer authorized to have access to the Team Workspace. You are also responsible for your Team Member(s) and administrator(s) compliance with these Terms and for ensuring that each License is limited to and used by one Team Member.

6.3 You, as our Customer, are liable for all Surveys created by your Team Member(s) and responsible for the User Data submitted to our Services as a result thereof. It is your responsibility to have internal instructions in place related to the use of the Services within the Team Workspace (if any) and your responsibility to inform the Team Member(s) and the administrator(s) of any relevant internal rules, policies and practices that may impact their use of our Services. It is also your responsibility to respond to and resolve any dispute between you and any Team Member or administrator.

6.4 It is also your responsibility to ensure that you and your Team Member(s) comply with all laws, including Data Protection Laws, applicable to the User Data submitted by you and your Team Member(s) within the Team Workspace and we assume no liability for the accuracy, quality and legality of such personal data and the means by which you acquired it. In our Privacy Policy we address what type of personal data we process in relation to Team Members and how Team Members may exercise their rights under the Data Protection Laws to which you and your Team Workspace administrator(s) hereby agree to have understood and to comply with.

6.5 Within the Team Workspace, you own the Team Member(s) Account(s), User Data included, and may, through the administrator(s) appointed by you control, administer, suspend and delete access to, as well as downgrade your Team Member(s) Account(s). You should note that in the event you downgrade a Team Member's Account from a Paid Version to a Free Version, that Team Member automatically becomes a Free User, outside the Team Workspace, entitled to its' own Account as well as the User Data contained therein and you may no longer control that person's Account.

6.6 In the event a Team Member would like to deactivate or delete its Account, the Team Member shall contact the administrator(s) of the Team Workspace. When an administrator contacts us to comply with a request we will assume that the administrator has your approval in relation to the requested actions and we assume no liability for the accuracy or the consequences thereof. Please see our Privacy Policy for more information regarding how we handle requests for the removal of Team Members personal data.

7. EMAIL ADDRESSES RELATED TO ORGANIZATIONS

When you use an email address to register for an Account and that email address was provided by an organization, we reserve the right to inform the concerned organization about that Account. The reasons for this is further described in our Privacy Policy, but in short we do this for commercial reasons as well as to give our Users and Customers an even better experience of, and more value

from, using the Application. In the event that organization is a Customer to us, we may also be requested to move your Account to that Customer's Team Workspace in which case you will become a Team Member. This means that the Customer may thereafter retain title to, control, administer, suspend or delete access to your Account as well as to downgrade your Account into a Free Version, as described above in Section 6 (Team Workspace). If you would like to be sure to avoid any of the above, you should register an Account with your own private email address.

8. FAULTS IN THE APPLICATION

8.1 To begin with, our Services are provided "as is" and "as available", and Mentimeter does not warrant, either express or implied, that the Services will perform without errors and/or without interruptions.

8.2 Despite the above, we will to the extent possible and commercially reasonable try to rectify faults in the Application as promptly as the circumstances require, as decided by us in our sole discretion. A fault in the Application shall mean a deviation from the description of the current version of the Application and major deviations from generally applicable norms for software equivalent to the Application. Mentimeter's responsibility to rectify faults liability does neither include faults that are of no significance for the intended use of the Application and do not cause you any inconvenience nor faults in Third Party Applications as mentioned below.

8.3 Faults in the Application are most likely rectified by means of a correction or by the provision of instructions on how to circumvent the fault. To be able to claim the existence of a fault for which Mentimeter is liable, you shall report it to us within a reasonable period of time after discovery of the fault. You will need to state, and if necessary show, how the fault manifests itself.

8.4 If there is a fault in a Third Party Application and we are unable to rectify the fault ourselves, we will report this to the relevant Third Party Application supplier with the intent to install any solution received from said Third Party Application supplier if this can be done without having an adverse effect on the Application or without any other negative effects for Mentimeter. Over and above this, Mentimeter has no liability for faults in Third Party Applications.

8.5 If we have not rectified a fault with the promptness that the circumstances require, you, as a Customer, will be entitled to such reduction of the price of the License that corresponds to the fault, however with the limitations set forth in Section 14.1. Free Users will not have any right to economic compensation.

9. DATA MANAGEMENT, PERSONAL DATA

9.1 Protecting personal data is extremely important to us. We only collect and use the personal data we need in order to provide you with our Services in accordance with and for the purposes described in our Privacy Policy. The Privacy Policy addresses how we collect personal data and what we collect

as well as how the data is used, stored and shared. You will also find information about the processors we use in our Services and how you as a data subject can exercise your rights. Please review our [Privacy Policy](#) and [Cookie Policy](#) for full information on how we handle your personal data as well as the cookies we use and in our [Security Policy](#) we address how we maintain an appropriate level of security as required by GDPR for the Services.

9.2 When it comes to personal data included in User Data, Mentimeter is a processor and you (unless you are a Team Member in which case your organization as our Customer) are the controller. As the controller, you are solely responsible for the collection, storing, processing and management of such personal data being in compliance with all Data Protection Laws. Mentimeter will only store the data as a result of your use of the Services. If and when we use data from the Free Versions this will be in an anonymized format without the possibility to for us identify separate individuals.

9.3 We never sell or grant anyone access to personal data or User Data for other purposes than just fulfilling delivery of the Services under these Terms (except regarding organization email addresses as described in Section 7).

10. COMMUNICATION WITH USERS

10.1 We reserve the right to communicate with you, also for marketing purposes. Such communication can be newsletters, product updates, offers or other information related to the Application. You may of course opt out of receiving emails from Mentimeter at any time by unsubscribing at the end of the email.

10.2 Please note that although you may opt out of receiving certain emails, we still reserve the right to communicate with all our Users and Customers via email regarding specific orders, requests or inquiries from our Users and Customers that are related to the Services.

11. INTELLECTUAL PROPERTY RIGHTS ETC

11.1 Mentimeter - or when applicable our licensors - retain all rights and title to the Services we provide (or parts thereof) including, without limitation, all intellectual property rights and know-how related to the Application and the other parts of the Services. Other than the right to use our Services that you purchase or sign-up for in accordance with these Terms, you do not acquire any other right whatsoever to Mentimeter's Services or the copyright, patents, trademarks, trade secrets or other intellectual property rights or goodwill related thereto.

11.2 We will never deliberately copy any third party's intellectual property rights and, to our knowledge, the Application does not infringe any intellectual property rights belonging to a third party.

11.3 If a third party or you, in writing, would notify us of the occurrence or potential occurrence of an intellectual property rights infringement related to the Application we will, to the extent possible and reasonable, take measures to ensure that the Application is altered in such way that it does not infringe the intellectual property rights in question. If this would entail unreasonably high costs, Mentimeter has the right to, instead of taking these measures, limit or temporarily cancel the use of the Services, or terminate your subscription of License(s) under these Terms (and thereby the right to use the Services) with immediate effect. Mentimeter's obligations under this Section shall not apply to the extent that the infringement (a) is related to a Third Party Application; or (b) arises out of a modification of the Application not made or authorised by Mentimeter.

11.4 You hereby agree to notify us immediately if you receive any notification of accusation of infringement from a third party due to a Survey or the answers created with the Application.

11.5 Mentimeter respects intellectual property rights and reserves the right to remove any User Data or other content that infringes copyright, trademark, patent or other intellectual property rights of a third party upon notification from you or a third party. We have no obligation to indemnify or defend you against claims related to infringement of intellectual property rights.

11.6 In connection with general marketing activities, we reserve the right to state that you are a Customer of Mentimeter. This includes a right for Mentimeter to include logotypes and similar on our Websites, in general presentations and in brochures as long as the Customer does not expressly and in writing oppose this. If Mentimeter desires to use you as a reference in anything other than general marketing activities, this must in each such case and in advance be approved by the Customer.

12. CONFIDENTIALITY

Both we and you hereby undertake to retain in confidence and not to disclose to any third party any confidential information and data received from the other party. Confidential information shall mean any information (other than information described in Section 11.6) whether technical, commercial or of other kind, regardless of it being documented or not. Such information may, however, be disclosed if such disclosure is necessary to allow a party, or its employees to (i) defend against litigation, (ii) to file and prosecute patent applications, (iii) to comply with law and governmental regulations or any orders of court or competent authority or arbitral tribunal or (iv) to comply with applicable stock exchange regulations or the regulations of any other recognized marketplace. Confidentiality in accordance with this provision shall not apply to information which (i) is in the public domain; (ii) comes into the public domain through no fault of the receiving party; (iii) was known prior to its disclosure by the receiving party, as evidenced by written records; (iv) is disclosed in accordance with these Terms or with the other party's prior written consent, or (v) is disclosed to the receiving party by a third party having a lawful right to make such disclosure. The obligations of confidentiality shall continue during the License Period and for the two subsequent years thereafter.

13. SERVICE AVAILABILITY, MAINTENANCE, TESTING AND DOWNTIME

13.1 Mentimeter strives to keep the Application available to such a large extent as possible, but since we want to provide an updated and maintained Application, Mentimeter shall always have the right to disconnect the Application for service and upgrading without giving you prior notice and cannot be held liable for downtime or other technical complications.

13.2 We also reserve the right to (i) implement new updates and versions of the Application and (ii) conduct for example A/B testing or other actions for improvement purposes, to the extent deemed appropriate and suitable by us. Mentimeter intends to give you notice before updates or maintenance of the Application that will lead to more than minor disruptions in the Services.

14. LIABILITY AND LIMITATION OF LIABILITY

14.1 Mentimeter's liability arising out of these Terms is, under all circumstances, limited to an amount corresponding to the amount paid for the Application by you during the twelve months immediately preceding the event causing the loss. You shall, to not lose your right to compensation, submit a claim for damages to Mentimeter within two months from the date when the incident giving rise to the claim occurred. Free Users will not have any right to economic compensation.

14.2 Mentimeter shall never be held liable for any indirect, incidental, or consequential damages, including without limitation, any loss of profits, data or income, arising out of or in connection with these Terms or your use of the Services.

14.3 The limitation set forth in Section 14.1 does not limit or exclude Mentimeter's liability for damages caused by fraud or wilful misconduct by Mentimeter.

14.4 Mentimeter assumes no liability whatsoever for any losses, damages or costs caused by:

- (i) User Data or other content and information submitted by you and your Audience when using our Services;
- (ii) faults, non-conformities and lacking performance in your software, hardware or Internet connection;
- (ii) corruption or destruction of data or other damages caused by viruses related to your computer system(s), hardware, software or other equipment;
- (iii) faults occurred as a result of a) downtime or other technical complications (other than what is specifically stated in Section 8 (Faults in the Application)) or b) any of the reasons stated in Section 13 (Service availability, Maintenance, Testing and Downtime) and/or Section 15 (Force Majeure);
- (iv) faults caused by your or a third party's changes to or interference with the Application, or any other circumstances for which you or a third party is liable or that are in some other way beyond Mentimeter's control; and/or

- (v) the loss, destruction, unavailability, alteration or disclosure of User Data caused by you or a third party, even though if a third party causes this we will of course use all commercially reasonable efforts to restore the lost or damaged User Data from the latest back-ups that are maintained by us.

14.5 You agree to indemnify and hold Mentimeter harmless for all damages, costs and expenses caused by (i) your breach of the Terms, (ii) any User Data or other content and information submitted by you and your Audience when using our Services and (iii) you breaking applicable law or causing an infringement of a third party's rights.

15. FORCE MAJEURE

Mentimeter shall be excused from the performance of any of its obligations to you under the Terms if the performance thereof is prevented or delayed by any cause beyond Mentimeter's control, such as, but not limited to, riots, fire, flood, natural disasters, wars, accidents, acts of terrorism, sabotage, strikes, embargo or other government actions. We shall in case of such events of force majeure promptly notify you and furnish you with relevant information thereof.

16. NOTICES

Notice of termination or other communication shall be sent by email and be deemed to have been received no later than two days after the email is sent.

17. ENTIRE AGREEMENT

The Terms constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties.

18. MISCELLANEOUS

18.1 You may not transfer your right to use the Services (other than in accordance with these Terms) without Mentimeter's prior written consent.

18.2 If a provision of these Terms is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of these Terms will continue in full force and effect.

19. TERM AND TERMINATION

19.1 These Terms enter into force automatically when you sign up for an Account or use the Application or the Websites connected to the Application, whatever happens first.

19.2 You can, at any time, terminate your subscription of Licence(s) by sending an email to hello@mentimeter.com. Termination will occur following your confirmation of wanting to be removed from all systems and have all your data, including User Data, deleted. Already paid fees will not be

repaid. After the termination you are no longer enabled to use the Services. Please see Section 6.6 regarding deletion of Team Member(s) Account(s).

19.3 Mentimeter can terminate your subscription in accordance with what is stated in these Terms and in all other cases by giving one month prior notice. Termination can always be made by using the email address registered with Mentimeter.

19.4 Any clauses that are said to survive also after termination of License Period or which otherwise are of the nature that they shall continue in force will be applicable also after termination of subscription of a License.

20 INDEPENDENT CONTRACTORS

There is no joint venture, partnership, agency, or fiduciary relationship existing between you and Mentimeter, and there is no intention to create any such relationship by your acceptance of these Terms – both you and we remain independent.

21. AUDIENCE

Sections 2 and 7-23 apply not only to Users and Customers, but also to you who are a member of the Audience, as applicable taking into account the Services we provide.

22. CHANGES OF TERMS

We may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on www.mentimeter.com and www.menti.com so make sure to check the terms that apply at the time of your use. If an amendment is material, as determined in Mentimeter's sole discretion, we will notify you by email upon you having subscribed for changes by clicking the button at the end of these Terms to add your information. Notice of amendments may also be posted to Mentimeter's blog or upon your login to your Account. Changes will be effective no sooner than the day they are posted on our website. In order for certain changes to become effective, applicable law may require us to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to these Terms, you should stop using the Services, because by continuing to use the Services you accept to be bound by the updated terms.

23. DISPUTES AND GOVERNING LAW

23.1 These Terms shall be governed by and construed in accordance with the laws of Sweden without taking into consideration its principles of choice of law.

23.2 If you have a concern or problem with our Services, we want to address your concerns without needing a formal legal case. Before filing a claim against us, you agree to try to resolve the dispute informally by contacting hello@mentimeter.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Mentimeter may bring a formal proceeding.

23.3 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce, unless the Arbitration Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Arbitration Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators, to be appointed by the Arbitration Institute. The place of arbitration shall be Stockholm, Sweden. The language to be used in the proceedings shall be English. Section 12 (Confidentiality) in these Terms shall apply to the arbitral proceedings and any information disclosed or decision or arbitral award made or declared during such proceedings.