

# Terms of Service

## 1. Your Acceptance

- A. By using or visiting youpoll.me (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service") and (2) the privacy policy, (found at [yopoll.me/Privacy\\_Policy.pdf](https://yopoll.me/Privacy_Policy.pdf) and incorporated herein by reference). The youpoll.me Terms of Service agreement is between you and Creative Pages LLC (collectively "we", "us", or "our"), with a principal place of business in St. Louis, MO, United States of America. If you do not agree to any of these Terms of Service or the privacy policy, you may not use the Service.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should occasionally review the most up-to-date version. Creative Pages LLC may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

## 2. Service

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of youpoll.me.
- B. The Service may contain links to third party websites that are not owned or controlled by Creative Pages LLC. Creative Pages LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Creative Pages LLC will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve Creative Pages LLC from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each website that you visit.

## 3. Youpoll.me User Accounts

- A. In order to access some features of the Service, you will have to create a youpoll.me user account. You may never use another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Creative Pages LLC immediately of any breach of security or unauthorized use of your account.
- B. Although Creative Pages LLC will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Creative Pages LLC or others due to such unauthorized use.

## 4. General Use of the Service—Permissions and Restrictions

Creative Pages LLC hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without prior written authorization from Creative Pages LLC, unless Creative Pages LLC makes available the means for such distribution through functionality offered by the Service.
- B. You agree not to alter or modify any part of the Service.
- C. You agree not to use the Service for any of the following commercial uses unless you obtain prior written approval from Creative Pages LLC:
  - the sale of access to the Service; or

- the sale of advertising, sponsorships, or promotions placed on or within the Service or Content
- D. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Creative Pages LLC grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Creative Pages LLC reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account emails, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- E. In your use of the Service, you will comply with all applicable laws.
- F. Creative Pages LLC reserves the right to discontinue any aspect of the Service at any time.

## **5. Your Use of Content**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

- A. The Content on the Service is owned by Creative Pages LLC and you waive all claims of ownership for said Content.
- B. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Creative Pages LLC. Creative Pages LLC reserves all rights not expressly granted in and to the Service and the Content.
- C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- D. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Creative Pages LLC is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Creative Pages LLC with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Creative Pages LLC, its members and managers to the fullest extent allowed by law regarding all matters related to your use of the Service.

## **6. Your Content and Conduct**

- A. As a youpoll.me user you may submit Content to the Service, including questions. You understand that Creative Pages LLC does not guarantee any confidentiality with respect to any Content you submit.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to Creative Pages LLC all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

- C. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Creative Pages LLC all of the license rights granted herein.
- D. You further agree to the following guidelines:
- You will not upload, copy, distribute, share, sell, create derivative works of, or otherwise alter or use any Content, in whole or in part, for any purpose whatsoever except as expressly authorized in the Terms of Service; and to do so in any manner exceeding the scope of your rights to use such Content (e.g., license rights associated with premium content or subscription-based materials), without permission from the Content owner, or otherwise in violation of another person's rights to such Content.
  - You will not upload, copy, distribute, share, or otherwise use Content that is unlawful, obscene, defamatory, libelous, harmful, hateful, harassing, pornographic, threatening, abusive, that would violate another person's rights, constitute or encourage a criminal offense, give rise to civil liability, or violate any local, state, national, or international law or regulation, or that is otherwise inappropriate.
  - You will not upload, copy, distribute, share, or otherwise use Content that contains or embodies software viruses, worms, Trojan horses, bugs, or any other malicious computer code that is designed to interrupt, undermine, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment, or that is designed to perform functions on any software, hardware, or equipment without the owner's express consent.
  - You will not disclose your password or transfer your account to any third-party, or allow any third-party to access your account.
  - You will not impersonate any person or entity.
  - You will not interfere with or disrupt the Service or servers or networks connected to the Service, make the Service available over a network (other than youpoll.me's network) where it could be used by others, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service.
  - You will not collect, harvest, or store any personally identifiable information, including user account information, from the Service.
  - You will not translate, reverse engineer, decompile, disassemble, modify, or create derivative works based on the Service, in whole or in part.
  - You will not rent, lease, sublicense, transfer, sell, trade, resell, or exploit for any commercial purposes, any portion of the Service (including without limitation your account information), use of the Service, or access to the Service.
  - You will not use the Service to harass or "stalk" anyone.
  - You will not upload Content that exploits anyone under the age of 18 in a sexual or violent manner, or that solicits personally identifiable information from anyone under the age of 18.
  - You will not use the Service in any way to provide material support or resources (or to conceal or disguise the source, location, nature, or ownership of material support or resources) to any organization designated by the U.S. government as a foreign terrorist organization.
  - You will not submit Content to the Service that personally attacks or threatens other users.
  - You will not use the Service in any way that violates the Terms of Service, or that aids, encourages, or purports to authorize anyone else to violate the Terms of Service.
- E. Creative Pages LLC may at any time, without prior notice and in its sole discretion, remove any Content on the Service without liability.

## **7. Account Termination Policy**

- A. Creative Pages LLC may at any time, without prior notice and in its sole discretion, terminate a user's account without liability.

## **8. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, CREATIVE PAGES LLC, ITS MEMBERS AND MANAGERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. CREATIVE PAGES LLC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. CREATIVE PAGES LLC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND CREATIVE PAGES LLC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **9. Limitation of Liability**

IN NO EVENT SHALL CREATIVE PAGES LLC, ITS MEMBERS OR MANAGERS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT CREATIVE PAGES LLC SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Creative Pages LLC in the United States of America. Creative Pages LLC makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **10. Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Creative Pages LLC, its members and managers, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

## **11. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, you may not use the Service.

## **12. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Creative Pages LLC without restriction.

## **13. General**

You agree that: (i) the Service shall be deemed solely based in Missouri; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction, either specific or general, in jurisdictions other than Missouri. These Terms of Service shall be governed by the internal substantive laws of the State of Missouri, without respect to its conflict of laws principles. Any claim or dispute between you and Creative Pages LLC that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in St. Louis County, Missouri. These Terms of Service, together with the privacy policy and any other legal notices published by Creative Pages LLC on the Service, shall constitute the entire agreement between you and Creative Pages LLC concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and the failure of Creative Pages LLC to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Creative Pages LLC reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND CREATIVE PAGES LLC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Dated: June 19, 2017**