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## GEOPOLL COMMUNITY POLLING POLICY & TERMS OF USE

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**By downloading, accessing, and/or using the GCPS, you are indicating that you have read, understand and agree to be bound by this Policy, so please read carefully.**

We offer a diverse range of GeoPoll Services ("Services"). Additional terms may apply to the same.

### Privacy Policy

Please review our [Privacy Policy](#), which governs your use of the GCPS and other Services, to understand our practices.

### Using the GeoPoll Community Polling Service

You must follow any policies made available to you within the GCPS and/or other Services. You are responsible for your use of the GCPS, for any content you post within the GCPS, and for any consequences thereof. All products, services, information, data, images, graphics, information and other components of the GCPS, including content produced therein by GCPS users, are copyrighted and owned by MAI unless otherwise disclosed ("MAI Content").

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**You are responsible for your conduct, data, and communications with others while using the GCPS. As such, you may not:**

1. **Transmit any language, data or information, including any links, through the GCPS that:**
  - A. **is illegal or promotes illegal or harmful activities or substances;**
  - B. **inquires about and/or discusses sexual characteristics, behavior, and/or tendencies, and is of a lascivious nature and/or otherwise appeals to prurient interests;**
  - C. **violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;**
  - D. **is fraudulent, false, misleading, or deceptive;**
  - E. **is defamatory, slanderous, libelous, obscene, pornographic, vulgar or offensive;**
  - F. **promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or other actions that are threatening to any other person;**
  - G. **infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other IP rights or rights of publicity or privacy;**

- H. inquires into the Personal Identifiable Information (“PII”) of other GCPS users, including but limited to their names, phone numbers, addresses (email or physical); and/or
- I. inquires into the political leanings and/or religious beliefs of other GCPS users.

Furthermore, you may not:

1. Misuse the GCPS by interfering with its normal operation, or attempting to access it using a method other than through the interfaces and instructions that MAI provides;
2. Do not send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letter, or other form of solicitation through the GCPS;

#### **Consequences of engaging in the above-listed prohibited behavior**

If it is found that you have violated any of the above-listed prohibited behavior, MAI may exclude you from the GCPS and any other Services. Furthermore, in the event an illegality is detected MAI may escalate any such violations to the relevant authorities for further legal action, whether criminal or civil.

#### **Opting Out of the GCPS**

You may choose not to participate in any individual community poll that is included in the Service. Once you participate, however, your response is logged as part of the survey data. If you wish to opt-out of the Service permanently, you will need to delete the GeoPoll App from your mobile device and then install it again and not access the Community Polls section of the App.

#### **Submissions**

MAI may allow you to remark or comment on some pages of the GCPS. Your posting gives MAI the right or license to adopt, publish, reproduce, disseminate, transmit, display, destroy or otherwise use any ideas, suggestions, information, know-how content or materials posted or received through the GCPS.

#### **Intellectual Property Rights**

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#### **Terminating Services and Accounts**

These GCPS Terms are effective upon your use of the Services and continue until terminated either by you or MAI. Unless otherwise provided in additional terms agreed upon by you for a Service, you can stop using the Services at any time. MAI may also stop providing the Services to you, or add or create new limits to the Services at any time. MAI may also limit, suspend or stop providing the GCPS at any time.

#### **Third Party Sites and Applications**

The GCPS or the Services may contain links to third party websites, applications or resources. You acknowledge and agree that MAI and its affiliates are not responsible or liable for: (1) The availability or accuracy of such applications, websites or resources; (2) The content, products, or services available from such applications, websites or resources. Links to such websites and content within such applications do not indicate any endorsement by MAI of such services, products or content. You acknowledge sole responsibility for and assume all risk arising from your use of any such applications, websites or resources.