

## Story Point Poker Terms Of Service

**IMPORTANT:** BY CREATING AN ACCOUNT OR BY UTILIZING THE STORY POINT POKER SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

*Please review these Terms and Conditions carefully before using our Service.*

### Terms of Service

The Terms of Service constitutes a contract between Agile Brains ApS and you. By using the Service, you acknowledge, accept and agree with all provisions of the “Terms of Service” and our “Privacy Policy”.

*If you do not agree to these Terms, you do not have the right to access or use our Service.*

### Service Definition

Story Point Poker (referred to as the Service) is a tool with the purpose to help facilitate planning poker estimation sessions.

### Limitations of Anonymous Usage

When you are using the Service as an anonymous user without a registered account there are some limitations.

- Anonymous rooms are only intended to be used once and are not open for reusability over time. Anonymous rooms have a retention period of 7 days and will be disabled for anonymous access after that. Access can be regained by a registered user.
- Anonymous users have a minimum set of features to complete a planning poker game using the original planning poker card deck.

### Account Obligations

When you register for an account you sign up to the “Basic” plan which is free of charge.

- You must provide true, accurate, current and complete information about Yourself as prompted by the registration form, and maintain and promptly update the registration data to keep it true, accurate, current and complete. We assume no duty to verify such information. If You provide any information that is untrue, inaccurate, not current or incomplete we have the right to suspend or terminate your account.
- You are responsible for protecting the password and for all activities that occur under your account. You should notify Story Point Poker immediately if you become aware of any breach of security or unauthorised use of your account.

- Our Service is not intended for use by persons under the age of 13. By using the Service you are representing to us that you are over the age of 13.

## **Pricing Plans**

### **Basic Plan**

The Basic plan increases your moderator powers.

- All rooms you moderate automatically becomes reusable so that the unique room link remains and can be used in calendar invites etc. All other participants can remain anonymous users and still access the room.
- You will have the ability to kick other player from a room.
- A list of recently joined rooms will be available to you for easy access.

*The Basic plan is free of charge but we reserve the right to change this in the future.*

### **Proper Use**

- You agree not to take any action that imposes an unreasonable load on our infrastructure; or copy, reproduce, alter, modify, or publicly display any information displayed on the Service, or create derivative works from our website, to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Story Point Poker or any other third party, except with the prior consent of Story Point Poker or the appropriate third party.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the explicit permission by Story Point Poker.
- You agree not to access the Service by any means other than through the interfaces that are provided by Story Point Poker for use in accessing the Service.

### **Proprietary/Intellectual Property Rights**

Story Point Poker and/or its third-party suppliers retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service. You will not deface, obscure or remove any of Story Point Poker's or its suppliers' copyright or trademark notices associated with the Service. You may not reverse engineer or otherwise reduce to human readable form any software associated with our Service.

## **Communication from Story Point Poker**

You understand and agree that the service may include certain communications from Story Point Poker, such as service announcements, administrative messages, legal notices, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them.

Since our business model is to offer an experience so good that facilitators want to subscribe to a paid plan, we reserve the right to communicate future paid plans or any other offerings about the Service to all users.

## **User Content**

You retain ownership of your Content, but by providing it to the Service, you are granting us a license to use, copy, reproduce, process, adapt, publish, transmit, host and display that Content for the purpose of providing you the Service, provide customer support and improving the operation of the Service.

You understand that You are entirely responsible for all User Content that You provide and make available via Your Account. Story Point Poker does not control the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

You shall not exploit, sell, license or rent any Content for commercial use or in any way that violates any third party right.

## **Termination**

You may stop using the Service at any time. To terminate your account, contact us at [support@storypoint.poker](mailto:support@storypoint.poker) and the Service will be discontinued.

Additionally, we reserve the right to suspend or end your Service at any time at our discretion and without notice. This includes the right to suspend or terminate your use of the Service if you don't comply with these Terms, or if you use the Service in a way that would cause Agile Brains ApS any legal liability, disrupt the Service or negatively affect others' use of the Service.

In the event of suspension or termination, your Account will be disabled and you may not be granted access to your Account or content from your Account, and if necessary Story Point Poker may delete your User Content.

## **Changes to Terms of Service**

These Terms may be revised from time to time, but the latest version will always be available on our website. You agree to be bound by the revised Terms by continuing to use or access the Services after the revisions come into effect.

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