

# Terms and Conditions of Use

Updated and with Effective Date of Revisions

Updated: June 20, 2025

The Wayground platform (formerly Quizizz), including its website, quizzes, lessons, practice tests, instructional tools, educational content, integrations, and related products and services—such as Voyage Math™, Quizizz for Work™, Quizizz AI™ and user support (collectively referred to as the "Services") is operated by Quizizz Inc. doing business as Wayground ("Wayground"). Any use of the Services is subject to the following Terms and Conditions of Use ("Terms and Conditions") and Wayground's Privacy Policy, all of which are incorporated by reference into these Terms and Conditions. Your use of the Services will constitute your acceptance of these terms and conditions.

- 1. Eligibility:** Use of the Service is void where prohibited. The Service is for users of all ages. For children younger than 13, Wayground offers a limited feature set and does not require Wayground to obtain parental consent. We designed our system to permit children to use Wayground without Wayground collecting personally identifiable information other than persistent identifiers that recognize the Wayground user as a repeat visitor. By using the Service, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and, (c) your use of the Service does not violate any applicable law or regulation.
- 2. Your Wayground Account and Data:** If you create an account on the Service, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. You must immediately notify Wayground of any unauthorized uses of your data, your account or any other breaches of security. Wayground will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. Wayground may from time to time set storage limits for your data, or take any other measures Wayground considers appropriate to manage the Service. Wayground may also from time to time change its policies on offering commercial content or displaying advertising, and it may do this without notice. Accounts are for individuals only and sharing accounts with multiple people, including people at the same organization is strictly forbidden and may result in termination of your account and termination of your and your organization's access to the services without refund of any kind.
- 3. Prohibited Content and Activities, and Responsibility of Contributors:** If you create quizzes, comment via the discussion boxes, post material to the Service, post links on the Service, or otherwise make material available by means of the Service (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, computer software or any other format in which Wayground stores data. You are also entirely responsible for ensuring that you are lawfully entitled to use any information and content. Wayground does not assume any responsibility for damage caused by your acts, errors, omissions or negligence with respect to the content you post to Wayground.
- The Wayground Service is intended to be educational. The following are examples of the kind of **Content** that is illegal or prohibited to post on or through the Service. Wayground reserves the right to suspend or terminate your ability to access Wayground if you post illegal or prohibited content on Wayground. Wayground further may investigate and take appropriate legal action against anyone who, in Wayground's sole discretion, violates this provision, including without limitation, removing the offending Content from the Service and terminating the accounts of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Wayground:
  - is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any class or individual;
  - harasses or advocates harassment of another person;
  - exploits or encourages the exploitation of people in a sexual or violent manner;
  - contains anything sexually suggestive, nudity not related to the study of art, medicine or another bonafide educational field, portrays or glorifies excessive violence without educational merit, or constitutes offensive subject matter;
  - solicits personal information from anyone under 18;
  - publicly posts information that poses or creates a privacy or security risk to any person;
  - includes information about another person that you have posted without that person's consent;
  - violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person;
  - constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work;
  - solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
  - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";
  - furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer

viruses;

- or involves commercial activities and/or sales without prior written consent from Wayground such as contests, sweepstakes, barter, advertising, or pyramid schemes.

5. The following are examples of the kind of **activity** that is illegal or prohibited on the Service. Wayground reserves the right to investigate and take appropriate legal action against anyone who, in Wayground's sole discretion, violates this provision, including without limitation, reporting you to law enforcement or national security authorities. Prohibited activity includes, but is not limited to:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Service;
- organizing or encouraging acts of violence;
- impersonating or attempting to impersonate another user, person or entity;
- sharing your account credentials with another person,
- sharing your account credentials with another person, using the account, username, or password of another user at any time, or disclosing your password to any third party or permitting any third party to access your account;
- using any information obtained from the Service in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- any automated use of the system, such as, but not limited to, using scripts to create or post Content;
- interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service;
- displaying an unauthorized commercial advertisement on the Service, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Service on behalf of that person;
- using the Service in a manner inconsistent with any and all applicable laws and regulations; or
- reproduces, duplicates, copies, sells, trades, resells, or exploits for any commercial purposes, any portion or use of, or access to, the Content and/or services offered throughout this Service (unless you have been specifically allowed to do so in a separate agreement).

6. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either: (i) received permission from your employer to post or make available the Content, including but not limited to any software; or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- content is not obscene or libelous, and does not violate the privacy or publicity rights of any third party; and
- have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Wayground or otherwise.

7. Users that are not customers of the Wayground for Business professional plans and submit content to Wayground for inclusion on the Service (by publishing a quiz for example) grant Wayground a world-wide, perpetual, royalty-free license (with right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content in any and all media or distribution methods (now or later developed). Such additional uses by Wayground, or other companies or individuals who partner with Wayground, may be made with no compensation paid to you with respect to the Content that you submit, post, or otherwise make available through the Service.

8. **Public User Content:** If you choose to make your User Content shared on Wayground Public User Content, you hereby grant to Wayground 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 your Public User Content 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.

Customers who have purchased a Wayground for Business professional plan and the users of those paid accounts who access Wayground due to a paid Wayground for Business professional plan are not deemed to have granted Wayground any such license. All other terms of this Agreement apply to those customers and their users unless explicitly stated otherwise.

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#### 9. Payments, Cancellations, Upgrades:

**General:** Paid subscription Plans can be purchased directly from Wayground on our Website. This section of the Terms only applies where you have signed up for one of our Paid Subscription Plans directly from web site.

You promise that your registration information, payment details (if you have signed up for a Paid Subscription Plan) and any other information that you submit to us are true, accurate, and complete, and you agree to update your information in a timely fashion to prevent your Plan from being suspended or cancelled. If you have provided incorrect or inaccurate information, or if you need to update your 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 Wayground Services, your Paid Subscription Plan or exercise the rights conferred to you pursuant to the Agreement.

10. **Payments and Subscription Plan Periods:** All Paid Subscription Plans must be fully paid prior to each Subscription Period. Once a subscription for a Paid Subscription Plan is paid that subscription is non-cancelable and non-refundable.

You will be charged prior to being granted access to your Paid Subscription Plan. At the end of your current Subscription Period, your Paid Subscription Plan subscription will automatically renew and you will be charged for the next Subscription Period in accordance with your registered payment information.

If you do not pay for your Paid Subscription Plan on time, Wayground reserve the right to suspend your account or remove Paid Subscription Plan features.

11. **Price Changes and New Subscription Plans:** Wayground may change the price for a Paid Subscription Plan. If such price change applies to you it will be effective from the beginning of your next Subscription Period. Your continued use of the Wayground Services constitute your acceptance of the price change. If you do not agree with the price changes, you have the right to reject the change by cancelling your subscription prior to your next Subscription Period renewal. We do not provide any refunds if the price for a Paid Subscription Plan drops, or if we offer subsequent promotional pricing or change the content or features of a Subscription Plan.

Wayground may decide to change or replace our Subscription Plan. If the Subscription Plan you have subscribed for is changed or replaced, your subscription will automatically be for the Subscription Plan that corresponds with the pricing of your original plan unless you chose to upgrade your subscription.

12. **Trial Subscription:** We may, at our sole discretion, offer you a Trial Subscription ("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 will require you to provide your payment details to start the Trial. In such cases, your Trial will automatically be converted to a paid subscription for the selected Subscription Plan as of the first day after the end of your Trial period if you choose to convert your plan to a Paid Subscription Plan. We will use the payment details you provided when you started the Trial to charge you. If you do not want to continue using your selected Subscription Plan by converting your Trial to a Paid Subscription Plan, you must exercise your right to cancel your subscription before the end of the Trial period.

13. **Responsibility of Service Visitors:** Wayground has not reviewed, and cannot review, all of the material posted to the Service, and cannot therefore be responsible for that material's content, use or effects. By operating the Service, Wayground does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Service may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Service may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Wayground disclaims any responsibility for any harm resulting from the use by visitors of the Service, or from any downloading by those visitors of content there posted.

14. **Third Party Applications:** The Wayground Service is integrated with Third Party Applications that make available content, products, and/or services to you. Use of these Third Party Applications is optional. The Third Party Applications have their own terms and conditions and privacy policies, which you agree to be bound by when you choose to use these Third Party Applications, including but not limited to YouTube; <https://www.youtube.com/t/terms> For an explanation of the personal data practices of Wayground with respect to Third Party Applications, please review our [Privacy Policy](#).

15. **Content Posted on Other Websites:** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Wayground links, and that link to Wayground. Wayground does not have any control over those non-Wayground websites and webpages, and is not responsible for their contents or their use. By linking to a non-Wayground website or webpage, Wayground does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive Content. Wayground disclaims any responsibility for any harm resulting from your use of non-Wayground websites and webpages.

16. **Copyright Infringement and DMCA Policy:** As Wayground asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Wayground violates your copyright, you are encouraged to notify Wayground by email at [dmca@quizizz.com](mailto:dmca@quizizz.com). Wayground will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Wayground or others, Wayground may, in its discretion, terminate or deny access to and use of the Service. In the case of such termination, Wayground will have no obligation to provide a refund of any amounts previously paid to Wayground.

17. **Fair Use Copyright Disclaimer:** Under section 107 of the Copyright Act of 1976, allowance is made for "fair use" for purposes such as criticism, comment, news reporting, teaching, scholarship, education and research. Fair use is a use permitted by copyright statute that might otherwise be infringing. It provides for the legal, non-licensed citation or incorporation of copyrighted material in another author's work under a four-factor balancing test. The Services may contain copyrighted material, the use of which may not have been specifically authorized by the copyright owner, but which we believe in good faith are protected by federal law and the fair use doctrine for one or more of the reasons noted above. If you have any specific concerns about our position on the fair use defense, please contact us at [support@quizizz.com](mailto:support@quizizz.com).

**18. Intellectual Property Rights.** The Services and its entire contents, features, and functionality (including but not limited to the website, mobile application, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Wayground, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Wayground hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to download, install, and use the Services for your personal, non-commercial use on a single computer and/or mobile device (if using the mobile application) owned or otherwise controlled by you strictly in accordance with these Terms and Conditions, and expressly conditioned upon your Account remaining active, in good standing, and in full compliance with these Terms of Service. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services except as permitted by this Terms of Service. Further you must not use the Services for any other purposes intended to benefit a party other than you.

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Your organization is responsible for ensuring that all users comply with these terms and use the Services solely in accordance with their assigned license. Unauthorized sharing of login credentials or simultaneous access from multiple devices or users under a single license is strictly prohibited. To protect the integrity of the platform, we reserve the right to monitor usage patterns and audit account activity. If we detect any unauthorized use, we may (at our sole discretion) suspend or terminate access, require you to purchase additional licenses, or take legal action to enforce our rights.

**19. Trademarks:** Wayground, Wayground.com, the Wayground.com logo, and all other trademarks, service marks, graphics and logos used in connection with Wayground, or the Service are trademarks or registered trademarks of Wayground or Wayground's licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any Wayground or third-party trademarks.

**20. Changes:** The Service, including without limitation all content there available and these Terms and Conditions, may be changed at the sole discretion of Wayground. If you are a registered Wayground user, Wayground may occasionally send you communications via email (if provided) or push notification (for mobile app users) to tell you about new features, get your feedback, and to keep you up to date with what's going on with Wayground and our products. By registering to use our service you consent to the receipt of these communications, including text communications.

**21. Limitation of warranties of Wayground, its suppliers and its licensors:** Except as otherwise expressly stated, all content posted to or available from the Service is provided "as is", and Wayground, its suppliers and its licensors make no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement of proprietary rights. You understand and agree that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk, and that Wayground, its suppliers and its licensors will have no liability or responsibility for any damage to your computer system or data that results from the download or use of such content or services. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above may not apply to you.

**22. Limitation of liability of Wayground, its suppliers and its licensors:** Except as otherwise expressly stated, in no event will Wayground, its suppliers or its licensors be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, regardless of the basis or nature of the claim, resulting from any use of the Service, or the contents thereof or of any hyperlinked website including without limitation any lost profits, business interruption, loss of data or otherwise, even if Wayground, its suppliers or its licensors were expressly advised of the possibility of such damages. In no event will the aggregate liability for any and all of your claims against Wayground, its suppliers and its licensors arising out of or related to use of the Service, or the contents thereof or of any hyperlinked website exceed the amounts actually paid by you to Wayground during the 12-month period prior to the date a claim is made. Some jurisdictions may not allow the exclusion or limitation of liability for certain incidental or consequential damages, so some of the above limitations may not apply to you. The parties agree that this Section 10 represents a reasonable allocation of risk.

**23. General Representation and Warranty:** You represent and warrant that your use of the Service will be in accordance with Wayground's [Privacy Policy](#), with these Terms and Conditions, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and with any other applicable policy or terms and conditions.

**24. Term and termination:** This Agreement will continue to apply for as long as you use a free or paid Wayground account. Wayground may terminate the Agreement or suspend your access to the Wayground Service at any time, including in the event of your actual or suspected unauthorized use of the Wayground Service and/or Resources, or non-compliance with the Agreement. If you or Wayground terminate the Agreement, or if Wayground suspends your access to the Wayground Service in accordance with the Agreement, you agree that Wayground shall have no liability or responsibility to you and Wayground will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

Any License granted to you on the Wayground Subscription Plan not already terminated by the expiry of your Subscription Plan shall be terminated as of the termination or expiry of the Agreement.

You hereby acknowledge and agree that the perpetual license granted to Wayground by you in relation to Public User Content (see section Public User Content) will continue after expiry or termination of any of the Agreement for any reason.

Sections of the Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreement, shall survive termination.

Tax: All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Paid Subscription Plan. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you are subject to GST all fees are exclusive of GST. If you are located in Canada, all

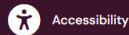
If you are subject to sales tax, all fees are subject to sales tax. Fees are exclusive of GST, PST and HST.

25. **Miscellaneous:** These Terms and Conditions constitute the entire agreement between Wayground and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Wayground, or by the posting by Wayground of a revised version. If we make a material change to these Terms and Conditions, or publish an updated version that has significant content changes, we will notify, by email. Except to the extent applicable law, if any, provides otherwise, these Terms and Conditions, any access to or use of the Service will be governed by the laws of the state of Delaware, U.S.A. If any part of these Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under these Terms and Conditions to any party that consents to, and agrees to be bound by, its terms; Wayground may assign its rights under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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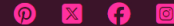
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