

Big Think+ Terms of Use

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PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY FREETHINK, INC. AND BIG THINK, INC. ("BIG THINK" OR "BIG THINK PLUS" OR "WE" OR "US") ON OR IN CONNECTION WITH THE BIG THINK PLUS WEBSITE (<https://plus.bigthink.com>).

BY REGISTERING FOR A BIG THINK PLUS ACCOUNT OR OTHERWISE USING OUR SERVICES, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT HAVE ANY RIGHT TO USE THE SERVICES.

THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE BIG THINK PLUS WEBSITE ("SITE") AND DOMAIN NAME, AND ANY OTHER FEATURES, CONTENT, OR APPLICATIONS OFFERED FROM TIME TO TIME BY BIG THINK PLUS IN CONNECTION THEREWITH (COLLECTIVELY, INCLUDING THE SITE, "SERVICES").

BY USING THE SERVICES IN ANY MANNER, INCLUDING BUT NOT LIMITED TO VISITING OR BROWSING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

THIS AGREEMENT APPLIES TO ALL USERS OF THE SERVICES.

THIS AGREEMENT INCLUDES TERMS REGARDING PRIVACY, FUTURE CHANGES TO THE AGREEMENT, RENEWAL SUBSCRIPTIONS, EXPORT CONTROLS, LIMITATIONS OF LIABILITY, RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT, AND WAIVER OF CLASS ACTIONS.

Welcome to Big Think Plus

Welcome to the website of Big Think Plus.

Big Think Plus provides you with access to the Services subject to the following terms and conditions and the Big Think Plus Privacy Policy, each as may be modified from time to time by Big Think Plus, (together, the Terms of Use).

Privacy

By using the Services, you consent to our Privacy Policy and the collection and use of personal data as outlined therein.

Changes to Terms of Use; Changes to Site; Termination of Use

Big Think Plus may alter these Terms of Use at any time in its sole discretion.

When we make material changes to the Terms of Use, we'll provide you with notice as appropriate under the circumstances by posting a notice on our Site or sending you an email.

Your continued use of the Services after such changes have been made constitutes acceptance of the revised Terms of Use.

If you do not wish to continue using the Services under the new version of the Terms of Use, you may terminate your account by contacting us.

Big Think Plus may, at any time, modify, withdraw or suspend any content or functionality on or associated with the Services in its sole discretion, with or without notice, including the cessation of all activities associated with the Services.

Big Think Plus shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

We have no obligation to retain any of your information for any period of time beyond what may be required by applicable law.

Big Think Plus may terminate your use of the Services at any time without notice, for any or no reason, in its sole discretion.

Intellectual Property Rights

All text, graphics, multimedia content or other material that you see or read on the Services, and all related code, (collectively, the "Content"), is owned or licensed to Big Think Plus, and may not be used except as provided in these Terms of Use.

You may use the Services and the Content offered thereon only for lawful, personal, non-commercial purposes.

Except as expressly authorized by Big Think Plus, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Content, in whole or in part, except that the foregoing does not apply to your own User Submissions (as defined below).

You may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of the Services, or Content, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent.

You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

Your use of the Services may not in any way infringe or misappropriate the intellectual

property right of any third party.

Use of the Services and the Content

With your Services purchase we grant you a limited, non-exclusive, non-transferable, license to access the Services and the Content and to view your programming through the Services on a streaming-only basis for that purpose.

Except for the foregoing limited license, no right, title or interest shall be transferred to you.

You agree not to use the Services for public performances.

Big Think Plus may revoke your license at any time in its sole discretion.

Upon such revocation, you must promptly destroy all content obtained through the Services, as well as copies of such materials, whether made in accordance with these Terms of Use or otherwise.

Registering for the Services

You may be required to register with Big Think Plus in order to access and use certain features of the Services.

Registration data and certain other information about you are governed by our Privacy Policy. During registration, we ask you to provide us with certain personal information such as your name and email address, and to establish a user name and password.

In registering an account you represent and warrant that: you are an individual capable of entering into a contract with Big Think Plus; if you are under 13 years of age, you are not authorized to use the Services, with or without registering; if you are under 18 years old, you may use the Services, with or without registering, only with the approval of your parent or guardian; you will provide us with true, accurate, current and complete information, and you will update such information as it may change from time to time; and you will maintain the security of your account, and assume full responsibility for all activities that occur under the account and any actions taken in connection with it, and notify Big Think Plus of any unauthorized uses of your account or any other breaches of Security.

You may never use another user's account, and you may not provide another person with the username and password to access your account.

You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure.

You must ensure that you exit from your account at the end of each session when accessing the Services.

Big Think Plus will not be liable for any loss or damage arising from your failure to comply

with this section.

Payment and Pricing

For fee-based Services, you will be required to select a payment plan and provide Big Think Plus with information regarding your credit card or other payment method, as well as with your billing information.

You represent and warrant to Big Think Plus that such information is true and that you are authorized to use the payment method.

You agree to pay Big Think Plus the amount that is specified in the payment plan in accordance with the terms of such plan and the Terms of Use.

You hereby authorize Big Think Plus to bill your credit card or other payment instrument in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred.

You agree to maintain accurate, complete, and up-to-date information in your account.

Your failure to maintain accurate, complete, and up-to-date account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services.

You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Big Think Plus's net income.

Big Think Plus reserves the right to change our pricing structure at our sole discretion.

Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount.

Renewal Subscriptions

If you select a fee-based Service(s) with an auto renewal feature (Renewal Subscription), you authorize Big Think Plus to maintain your payment account information and charge that account automatically upon the renewal of the Services you choose with no further action required by you.

In the event that Big Think Plus is unable to charge your account as authorized by you when you enrolled in a Renewal Subscription, Big Think Plus, may, in its sole discretion: (i) bill you for your Service(s) and suspend your access to the Service(s) until payment is received, and/or (ii) seek to update your account information through third party sources to continue charging your account as authorized by you.

Big Think Plus may change the price for Renewal Subscriptions at its discretion and will communicate any price changes to you in advance.

Price changes for Renewal Subscriptions will take effect at the start of the next subscription period following the date of the price change.

As permitted by local law, you accept the new price by continuing to use the Services after the price change takes effect.

If you do not agree with the price changes, you have the right to reject the change by cancelling your Renewal Subscription before the price change goes into effect.

Payments are nonrefundable and there are no refunds or credits for partially used periods.

You may cancel a Renewal Subscription at any time, but if you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us.

Following any cancellation, you will continue to have access to the Service(s) through the end of your current subscription period.

Money Back Guarantee

Should you become dissatisfied with the Services within the first 30 days after subscription, Big Think Plus will refund the full amount of your purchase (if any) and terminate your access to the Services.

Refunds are not available for accounts that have violated the Terms of Use and violations are determined at Big Think Plus's sole discretion.

Big Think Plus reserves the right to refuse or restrict any and all current or future use of the Services without delivering a refund.

To request a refund, email User Submissions: You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, messages, reviews, text, video, audio, photographs, computer code, and applications) (each, a "User Submission") may be edited, removed, modified, published, transmitted, and displayed by Big Think Plus and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you.

You hereby represent and warrant that any material contained in any User Submission(s): Is owned by you, or you have the necessary licenses, rights, consents, and permissions to use and authorize Big Think Plus to use the content contained in each such User Submission; Is not unlawful, obscene, fraudulent, indecent or pornographic; does not defame, abuse, harass, or threaten others; and is not hateful or racially, ethnically or otherwise objectionable; Does not contain any software viruses, Trojan horses, worms, bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal

information; Does not advocate or encourage any illegal activity or activity that might give rise to civil liability; Does not infringe the copyright, patent, trademark, trade secret, right of publicity or other intellectual property, proprietary, contracted, personal or other right of any third party; Does not violate the privacy rights of individuals, including other users of the Services; and Does not violate any applicable local, state, national or international law By submitting User Submission(s) to Big Think Plus, you hereby grant Big Think Plus a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to access, use, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submission(s) in connection with the Services and Big Think Plus's business.

Big Think Plus does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, nor are we responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions.

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

You agree that Big Think has no liability with respect to any User Submissions, including, without limitation, your own submissions, and you hereby irrevocably release Big Think and its officers and directors, employees, agents, representatives and affiliates, from any and all liability arising out of or relating to User Submissions or any part thereof.

Big Think Plus may, but has no obligation to, monitor, review, or edit User Submissions.

In all cases, Big Think Plus reserves the right to remove or disable access to any User Submissions for any or no reason, including User Submissions that, in Big Think Plus's sole discretion, violates the Agreement.

Big Think Plus may take these actions without prior notification to you or any third party.

Removal or disabling of access to User Submissions shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Submissions.

Third Party Applications, Devices, Websites, and Content

The Services may interact with third party applications, websites, and services ("Third Party Applications") and third party Devices.

These Third Party Applications and Devices may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications and Devices will be governed by and subject to such terms and conditions and privacy policies.

You understand and agree that Big Think Plus does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or Device or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does Big Think Plus warrant the compatibility or continuing compatibility of the

Third Party Applications and Devices with the Services.

The Services may link to pages on other websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites to which the Services links, and that link to the Services.

Big Think Plus does not have any control over those third party websites and webpages, and is not responsible for their contents or their use.

By linking to third party website or webpage, Big Think Plus 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.

Under no circumstances will Big Think Plus be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for 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 such content.

Big Think Plus and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services.

You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

International Use and Export Controls

The Services are controlled and offered by Big Think Plus from its facilities in the United States.

Big Think Plus makes no representations that the Services are appropriate or available for use in other locations.

Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed from time to time.

You agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Big Think Plus under the Agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United

States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

We do not permit copyright infringing activities and infringement of intellectual property rights on our Services.

If you believe that any Content, User Submission, or other content infringes upon your copyrights, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly Infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the Material; Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Big Think Plus's designated Copyright Agent to receive notifications of claimed infringement is: [Peter Hopkins: peter [--at--] bigthink [---dot---] com.

Please direct any complaints unrelated to the potential infringement of intellectual property rights to support@bigthink.com.

Once proper bona fide infringement notification is received by the Copyright Agent, it is Big Think Plus's policy: to remove or disable access to the infringing content; to notify the content provider, member or user that it has removed or disabled access to the content; and that repeat offenders will have the infringing content removed from the system and that Big Think Plus will terminate such content provider's, member's or user's access to the service.

Disclaimer of Warranties

THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

BIG THINK, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICES WILL BE SECURE OR

AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS.

YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL BIG THINK PLUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, 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 THE SERVICES, OR ANY THIRD PARTY WEBSITES (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 SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (VI) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR AND/OR (VII) 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 BIG THINK PLUS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IN NO EVENT WILL BIG THINK PLUS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID BIG THINK PLUS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnification and Release

To the fullest extent permitted by law, you agree to release, indemnify and hold Big Think Plus and our affiliates and subsidiaries, and our respective officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or

relating to your use of the Services, any User Submission, your connection to the Services, your violation of these Terms of Use or your violation of any rights of another.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

This defense and indemnification will survive these Terms of Use and your use of the Services.

BINDING ARBITRATION

Any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Use, including but not limited to any claim that all or any part of these Terms of Use are void or voidable, or whether a claim is subject to arbitration, shall be finally settled by arbitration in New York County, New York, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in Equity.

The arbitrator shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine.

The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith.

Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, and the proper venue for any disputes arising out of or relating to any of the same will be the

state and federal courts located in the State of New York and the City of New York.

You and Big Think Plus agree that the U.S.

Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

YOU UNDERSTAND AND AGREE THAT THE ABOVE DISPUTE PROCEDURES SHALL BE YOUR SOLE REMEDY IN THE EVENT OF DISPUTE BETWEEN YOU AND BIG THINK PLUS REGARDING ANY ASPECT OF THE SERVICES.

CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND BIG THINK PLUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

Unless both you and Big Think Plus agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Miscellaneous

These Terms of Use, together with any policies referenced herein, constitute the entire agreement between Big Think Plus and you concerning the subject matter hereof.

These Terms of Use will be governed by the laws of the State of New York without regard to its conflict of law provisions.

With respect to any disputes or claims not subject to arbitration, you and Big Think Plus agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the State of New York.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Big Think Plus in any respect whatsoever.

If any provision of these Terms of Use is deemed invalid by an arbitrator or court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

A waiver by either party of any term or condition of this agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may not assign your rights under this Agreement; Big Think Plus may assign its rights under this agreement without condition.

This agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.
