

Presenter Terms of Use

18 May 2020

Prowise B.V., and its affiliated companies, having its registered office in Budel and being registered with the Chamber of Commerce under number: 52893766 (hereinafter referred to as: Prowise), offers you various services, including the web based service Presenter ("Presenter"). Insofar as no statutory rule stands in the way of that, the conditions below apply to the use of Presenter.

Derogations from or additions to these Terms of Use are only binding if Prowise has accepted these in writing.

1. Services

- 1.1 Presenter enables you to – among other things – generate, amend, download and share educational material.
- 1.2 Presenter is provided through various channels. You can use the online services after you have created an account.

2. Account

- 2.1 In order to make use of Presenter, you must first register on the Prowise website.
- 2.2 Upon completion of your registration, Prowise will automatically generate and activate an account. You will then be able to log into your account immediately to use Presenter.
- 2.3 You are required to block unauthorised access to your account by means of a username and password. The password in particular must be kept secret. Prowise may assume that everything that takes place through your account following a login using your user name and password is carried out under your direction and supervision. This means that you are liable for all these actions, unless unauthorised persons have gained access to your login details and you have informed Prowise that another person knows your login details.
- 2.4 Accounts are personal and non-transferable.
- 2.5 Presenter processes your personal data. Please consult the Prowise privacy and cookie statement for more information.
- 2.6 Users under 12 years of age must obtain permission from their parents/carers before creating an account. Without their permission, these users are not permitted to use Presenter and Prowise reserves the right to delete the account.



3. Terms of use

- 3.1 You are forbidden to use Presenter for activities that conflict with national or international applicable laws and regulations. In addition, you are forbidden from using Presenter in a way that can cause losses or nuisance. This includes, expressly without limitation:
- a. storing or spreading information that is defamatory, libellous or racist;
 - b. sending unsolicited messages (spam) or advertising in another manner;
 - c. using programs that may reasonably be expected to hinder the operation of the Prowise services or third-party services;
 - d. infringing on any intellectual property rights of Prowise or third parties;
 - e. spreading pornographic material, or making it public, which does not include material containing functional nudity (for example for educational purposes);
 - f. spreading information that damages Prowise's reputation or good name;
 - g. computerised use of, consultation of or access to services and/or the Prowise website, for example by means of scripts, spiders and/or bots.
- 3.2 If Prowise finds that you have violated one of the above conditions, or receives a complaint about that, Prowise may take measures to end the violation. Violation of clause 3.1 will in any case result in your account being closed and removed, without any restitution of subscription fees.
- 3.3 If, at Prowise's discretion, the operation of the Prowise's computer systems or network, third-party networks and/or service provision via the internet is hindered or at risk, in particular as a result of excessive amounts of email or other data being sent, leaked personal data or virus activity, Trojan horses and similar software, Prowise is authorised to take any reasonable measures it deems necessary to avert or prevent such risk.
- 3.4 Prowise is entitled at all times to report any criminal acts discovered.
- 3.5 Prowise will under no circumstances be liable for any loss of any kind that you suffer as a result of the closure of its services or the removal of information in connection with a violation of the Terms of Use.
- 3.6 Prowise may recover from you any losses or damage suffered as a result of violation of these rules of conduct. You indemnify Prowise against all third-party claims in connection with the information you have posted or the other data traffic you generate.
- 3.7 You are personally responsible for any online business transactions using the Prowise services, including – without limitation – generating and sharing educational material.

4. Updates and upgrades

- 4.1 From time to time, Prowise will issue updates that can rectify errors or improve the operation of Presenter.

- 4.2 The available updates for Presenter will be announced on the website. It is your responsibility to monitor these notifications.
- 4.3 No liability will be accepted for any damage or losses arising from failure to install updates. Moreover, in the event of failure to install updates, Presenter may not function properly.
- 4.4 An update may impose conditions that derogate from the provisions in these Terms of Use. You will always be notified in advance of these conditions, which means that you will have an opportunity to refuse the update. By installing such an update, you agree to these derogating conditions.

5. Availability, maintenance and service

- 5.1 Prowise will make every effort to ensure, but cannot guarantee, that Presenter will be fully available at all times.
- 5.2 Prowise has the right to take Presenter temporarily out of operation for the purpose of maintenance (planned or unplanned), adjustment, improvement or deletion. To the extent possible, Prowise will endeavour to only put Presenter out of operation outside of office hours and working days. In addition, Prowise will make every effort to inform you of when Presenter is going to be put out of operation.
- 5.3 Prowise will under no circumstances be liable for any loss you suffer as a result of Presenter being put out of operation for maintenance, adjustment or improvement.
- 5.4 In the event that an adjustment should result in a significant change in the functionality, Prowise will endeavour to inform you of this.
- 5.5 Questions, failures or other notices must be communicated to the Prowise customer service via the website, by email or by telephone.

6. Prowise intellectual property

- 6.1 Presenter, including any information, content and images displayed and/or incorporated into the Presenter software, are the intellectual property of Prowise and its licensors. Except in those cases in which it is legally permitted, these may not be copied or used without the separate written permission of Prowise.
- 6.2 For the duration of your subscription, you will have the right to use Presenter, including the content Prowise offers you by means of Presenter, and the information generated using Presenter (such as educational material) for informative and educational purposes. After cancellation of your subscription, it is no longer possible to access the content you have generated, unless you have exported it. You may only use this information with due observance of Prowise's rights in respect of that information. However, the content generated by you will remain available to other users of Presenter to whom you have shared the information.

7. Your intellectual property

- 7.1 It is possible to export the content generated by you during the term of your subscription.
- 7.2 All rights to content that was specifically created by you (such as specific texts or images) and that you store or share via Presenter, belong and will continue to belong to you (or your licensors).
- 7.3 Prowise has a right of use to use this content for the benefit of Presenter.
- 7.4 You may revoke the right of use by deleting the relevant content and/or terminating your subscription, with the content that you have expressly shared with other users.
- 7.5 If you send information to Prowise, such as feedback on an error or a suggestion for improvement, you provide it an unlimited, perpetual right to use this information for the benefit of its services.
- 7.6 Presenter enables you to search usable content, such as images, on the internet. You must ensure that you have the right to use such content. You indemnify Prowise against any third-party claims arising from an infringement of the rights of these third parties.

8. Third party applications

- 8.1 Presenter is integrated with third party applications, websites, and services ("Third Party Applications") to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that we do not endorse and are not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.
- 8.2 We use YouTube API Services in Presenter. By using the YouTube API Services in Presenter, you agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

9. Duration and cancellation

- 9.1 The subscription for Prowise Presenter is free of charge and for an indefinite period of time.
- 9.2 You can terminate the subscription at any time by sending an email to presenter@prowise.com.

10. Liability

- 10.1 The liability of Prowise is expressly limited to the performance of its warranty obligations, and solely for alternative compensation, in other words: payment of the value of the shortfall in performance. Any other damage or loss does not qualify for compensation.

- 10.2 If Prowise cannot invoke the provision of paragraph 1 of this article or cannot invoke it in full, the liability of Prowise is limited to damage or loss suffered as a direct and exclusive result of negligence on the part of Prowise, with the proviso that Prowise's liability is limited to the extent of its insurance coverage or the insurance coverage it reasonably should have had according to the practices in force in the relevant industry, but in this case, too, any loss or damage suffered as a result of lost files or data is expressly excluded.
- 10.3 Prowise is not liable for any indirect damage or loss (including loss of profits and/or loss due to business stagnation) suffered through any cause. If required, the subscriber shall take out adequate insurance against the foregoing. Nor is Prowise liable for any damage or loss suffered as a result of intent or conscious recklessness on the part of its employees or independent contractors it has engaged for the purpose of executing the subscription.
- 10.4 Prowise's liability due to an attributable failure to perform the subscription only arises if you give Prowise immediate and proper notice of default in writing, setting a reasonable period in which to remedy the breach, and Prowise continues to attributable fail to perform its obligations even after that period. The notice of default must contain the most detailed description possible of the failure to perform the subscription to enable Prowise to provide an adequate response. As a result of the lapse of 24 months after the claim for damages/compensation has arisen, your claim against Prowise will lapse.
- 10.5 In the event of force majeure, which in any case is taken to include disruptions or outages of the Internet, the telecommunications infrastructure, power failure, civil commotion, mobilisation, war, gridlock traffic, strikes, lockout, business interruptions, a delay in supplies, fire, floods, import and export barriers, and in the event that Prowise is not in a position to deliver through its own suppliers, regardless of the reason, due to which performance of the contract by Prowise cannot reasonably be expected, performance of the contract will either be suspended or the contract will be terminated if the force majeure situation exceeds 90 days, all without any obligation to pay compensation.

11. Amendment of the conditions

- 11.1 Insofar as this is legally permitted, Prowise may amend these conditions.
- 12.2 Prowise will announce any changes or additions at least thirty days before these take effect by means of its website or after login, in order to notify you thereof.
- 11.3 If you do not wish to accept a change or addition, you may cancel the subscription until the date it takes effect. Use of Presenter after the effective date will be regarded as acceptance of the amended or additional conditions.

12. Other provisions

- 12.1 These Terms of Use are governed by the laws of the Netherlands.

- 12.2 To the extent that the rules of mandatory law do not prescribe otherwise, all disputes arising out of or in connection with these Terms of Use and the use of presenter shall be exclusively submitted to the competent court in Oost-Brabant, location 's-Hertogenbosch, the Netherlands.
- 12.3 Prowise is entitled to transfer its rights and obligations under the subscription, as well as the personal data processed by it, to a third party taking over Prowise or the relevant business activity from Prowise.
- 12.4 In the event any provision of these Terms of Use becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of these Terms of Use will continue in full force and effect and the application of such provision will be interpreted so as reasonably to affect the intent of the Parties hereto. Parties agree to replace the void or unenforceable provision of these Terms of Use with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such void or unenforceable provision.