

Terms of use for Presenter

1. Presenter

- 1.1 Presenter is a web application that has been developed by and continues to be updated by Prowise (as defined below) for teachers and students to create and share interactive lessons and presentations (“**Presenter**”). Presenter is currently available at the URL presenter10.prowise.com and via apps for tablets available in the Google Play-store and Apple App-store.
- 1.2 Presenter has been developed and is being offered by Prowise B.V., a company incorporated under the laws of the Netherlands, having its registered office at Luchthavenweg 1b, 6021 PX Budel, the Netherlands and registered with the Dutch trade register under number 52893766 (“**Prowise**”). You can contact Prowise via telephone (+31 (0)495 49 71 10) or via email (info@prowise.com).

2. Applicability of these Terms and related documents

- 2.1 These terms of use (“**Terms**”) apply to your access and use of Presenter. You consent to be bound by these Terms through your use of Presenter or by explicitly clicking to accept these Terms where this option is made available to you by Prowise.
- 2.2 The use of Presenter also requires Prowise to process certain personal data about you. Our privacy statement for Presenter explains this in more detail and is available [here](#).

3. Changes to these Terms

- 3.1 Prowise may change these Terms from time-to-time for whatever reason and your continued use of Presenter is subject to your continued agreement to the most recent version of the Terms. Should you not agree to any changes, you must cease the use of Presenter and any rights granted to you under these Terms will cease immediately. For this purpose, Prowise agrees to provide you with prior notice of any changes to these terms for your further consideration. Your continued use of Presenter after any particular change is compelling evidence of your acceptance of the change.

4. Termination

- 4.1 You may terminate (*opzeggen*) these Terms with immediate effect and your contractual relationship with Prowise concerning Presenter by ceasing and desisting from using Presenter and de-installing all mobile apps made available by Prowise in the context of Presenter. Upon termination of these Terms, any rights granted to you under these Terms will cease immediately.

5. Your account

- 5.1 The use of Presenter requires the creation (and authentication) of a user account. Each natural person must create his or her own personal user account. Functional user accounts or “shared” user accounts are not allowed.



- 5.2 To access your user account (and use Presenter) you must authenticate yourself with an email and password, or use one of the 3rd party sign-on mechanisms (i.e. Google, Microsoft or Apple). You agree to use strong passwords and to treat your login details as strictly confidential and not disclose them to any third party.
- 5.3 You are responsible and liable for all actions using your account, unless the breach and use of your account was not attributable to you.
- 5.4 Prowise may suspend and terminate your user account if you do not act in accordance with these Terms.

6. Availability of Presenter

- 6.1 Presenter (including the mobile apps) are provided “as-is” and “as-available”.
- 6.2 Prowise may temporarily block the use of Presenter at any time and for any reason, including the following:
 - (a) maintenance of Presenter;
 - (b) removing or changes certain functionality within Presenter;
 - (c) requiring payment for continued use of certain features which were previously free or not yet offered.
- 6.3 Prowise may also stop offering Presenter at all any time and for any reason. Should Prowise choose to do so, it will notify you of such intentions in advance.

7. Costs

- 7.1 Presenter is currently offered to you for free and no payment is required for its general use.
- 7.2 You agree to bear the costs of any mobile devices, laptops, desktops, data connections, etc. required for your own use of Presenter and under no circumstances is Prowise required to reimburse you for any of these costs.

8. Intellectual property

- 8.1 The source code to Presenter, as well as all other elements reasonably required to operate, maintain and render Presenter via your browser such as image-files, logo’s, fonts, Javascript, CSS, HTML and written texts (“**Frontend Files**”), are the property of Prowise and Prowise holds all related intellectual rights (incl. copyrights and database rights).
- 8.2 Subject to your full and continued acceptance of these Terms, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to personally use the Frontend Files for the sole purpose of you using Presenter yourself in accordance with the standard user documentation provided by Prowise. You expressly agree that you will not use the Frontend Files for other purposes or infringe on Prowise’s rights in any other way.

9. Restrictions

- 9.1 You agree to not use Presenter or interact with it in any way that may:
 - (a) impair, harm, or damage the integrity, performance or reliability of Presenter (or the underlying infrastructure);
 - (b) isolate or virtualize individual functionality of (parts of) Presenter;

- (c) make available to any third party the login credentials to your user account for Presenter;
- (d) hinder the use of Presenter for other users;
- (e) disrupt, interfere, attempt to gain access to, or introduce harmful data to Presenter's services, website, databases, servers, hardware, or networks connected to or accessible via Presenter;
- (f) adapt, modify or reverse engineer Presenter (including its mobile apps);
- (g) impair, harm, or damages Prowise's reputation; or
- (h) violate applicable law (e.g. privacy laws and intellectual property laws) or regulations or reasonable instructions by Prowise in any way.

9.2 The restrictions mentioned above do not apply to the extent that such use cannot be prohibited by Prowise contractually due to applicable mandatory law (dwingend recht). Should any of the restricted uses be required for interoperability purposes, you hereby agree that you shall refrain from exercising such rights until you have informed Prowise of your intention in writing and provided Prowise with a reasonable term of at least 90 days to make modifications to Presenter to enable interoperability.

10. Security

10.1 You agree to not intentionally test the security of Presenter, including its services, website, databases, servers, hardware, or networks, without Prowise's explicit prior written consent.

10.2 That being said, Prowise recognizes the importance of keeping its systems and data safe, but acknowledges that, despite its best efforts, vulnerabilities may still occur. Should you accidentally stumble upon a possible vulnerability, You agree to:

- (a) report this to Prowise without undue delay to allow Prowise to take mitigating measures as soon as possible;
- (b) not exploit or otherwise use the vulnerability more than strictly necessary for the purpose of assessing its extent and reporting it to Prowise (e.g. do not disrupt systems, do not copy data from the systems and do not use the vulnerability to launch attacks or mass-communications against third party websites or services); and
- (c) not share the vulnerability with any third party, without Prowise's explicit prior written consent.

10.2 You agree to submit any vulnerability report about Presenter to Prowise via the procedure which is available via this [link](#). Prowise intends to respond to each security report within three business days and to treat the report and your identity confidentiality.

11. Creating and sharing content

11.1 Presenter allows you and other users to create and share certain content (e.g. lessons and presentations). As such, you may be able to store, upload, submit or otherwise cause data to be processed by Presenter. In doing so, you retain any rights that you may have with respect to this data, but you hereby grant Prowise, as well as any subcontractors engaged by it for the provision of Presenter, a worldwide, perpetual, royalty-free, non-exclusive license to use, store, host, reproduce, display, modify and distribute such data for the purposes of providing, promoting, monetizing and improving Presenter. You hereby warrant and represent that you are entitled to grant this license to

Prowise and its subcontractors without infringing any third party rights, including intellectual property rights and privacy rights. You hereby agree to indemnify and hold harmless Prowise from and against all third party liabilities, claims, damages and expenses arising from or relating to content stored, uploaded, submitted, shared or otherwise processed via Presenter by you.

- 11.2 Prowise may remove any content stored, shared, sent or otherwise processed via Presenter if necessary to protect its rights or the rights of third parties. Prowise may do so with immediate effect and without prior notice, but it will try to inform you in advance to give you reasonable time to mitigate the infringement itself. To the extent permitted by law, Prowise shall inform you of any reports received from a third party alleging infringement of their rights with respect to data uploaded and/or shared by you.
- 11.3 Prowise does not generally moderate the content uploaded by users to Presenter. You acknowledge that your use of Presenter may also expose you to content uploaded by other users of Presenter that may be incorrect, offensive, harmful or otherwise unwanted. If you believe certain content is illegal or infringes your or third party rights, you agree to report this to Prowise immediately through this [link](#). Prowise is not liable for any such content.

12. Feedback

- 12.1 You hereby grant Prowise a worldwide, perpetual, royalty-free, fully paid, non-exclusive license to use your suggestions, complaints or other feedback for the purpose of correcting, improving or further commercializing Prowise's services such as Presenter. You hereby indemnify Prowise for any third party claims brought against it ensuing from Prowise's use of the license. The license and corresponding indemnification contained in this Clause shall survive termination of the Terms.

13. Liability and disclaimer of implied warranties

- 13.1 Prowise is not liable to you, whatever your legal grounds may be (e.g. tort, contractual or otherwise), for damages suffered by you through the use of Presenter. Should Prowise not be able to enforce this exclusion of liability towards you due to mandatory law, you agree that Prowise's liability towards you, whatever your legal grounds may be (e.g. tort, contractual or otherwise), shall never exceed the total amount of EUR 250,- (two hundred fifty Euro).
- 13.2 The exclusions and limitations of liability in these Terms shall not apply to damages as a result of intent or deliberate recklessness (opzet of bewuste roekeloosheid) by Prowise.
- 13.3 Unless expressly otherwise provided for in these Terms, Prowise hereby excludes, to the maximum extent permitted by law, all warranties, conditions or representations with respect to the availability and use of Presenter. In particular, Prowise does not make any guarantees or commitments about the reliability, availability, non-infringement or suitability for your needs with respect to Presenter.

14. Applicable law and dispute resolution

- 14.1 These Terms and your use of Presenter is governed by laws of the Netherlands, without application of its conflict of laws-rules. To the extent that you are a natural person acting outside your trade, business,

craft or profession (“**Consumer**”), this exclusive designation of applicable law shall leave unaffected your rights under the mandatory laws of your own country of residence in the European Union.

- 14.2 Should a dispute arise between you and Prowise regarding Presenter, the dispute will be exclusively submitted to the district court of Oost-Brabant, location ‘s-Hertogenbosch (in the Netherlands). Should you reside or be based in a country outside of the European Union, Switzerland, Norway or Island, all disputes arising from these Terms or your use of Presenter will be resolved by means of arbitration in accordance with the Arbitration Regulations of SGOA (Stichting Geschillenoplossing Automatisering, or ‘foundation for the resolution of ICT disputes’), which has its registered office in The Hague in the Netherlands. The arbitral tribunal shall be composed of three arbitrators, one of whom will be selected by Prowise and one of whom will be selected by you. These two arbitrators shall together appoint the chairman of the arbitral tribunal. Arbitration will take place in Haarlem, the Netherlands. The language to be used in the arbitration shall be English. The arbitral tribunal shall decide the matter in accordance with the rules of law and not as “aimable compositeur”. The arbitral proceedings and award shall not be published or made available to third parties by either party or the arbitral tribunal. Any arbitral award shall be final and binding and may be enforced through any court of competent jurisdiction. Such arbitral award shall be in lieu of any other remedy. This provision does not affect the right of each party to request summary arbitral proceedings, without prejudice to the right of each party to take precautionary legal measures.

15. Additional terms for use of mobile apps

- 15.1 If you are using Presenter via the mobile apps available in the Google Play-store and/or the Apple App-store, the terms in this Clause also apply.
- 15.2 Grant of license. You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to install and use the mobile apps for Presenter in executable object code on one or more devices that you own for personal and non-commercial purposes only, subject to your full agreement with and continued adherence to these Terms. You are not granted any rights to the source code and other files related to the development and maintenance of the mobile apps except to the extent that this is strictly necessary for the installation or use of the Presenter mobile apps in accordance with the user documentation made available by Prowise.
- 15.3 Restrictions. You are expressly forbidden to:
- (a) distribute or make available the Presenter mobile apps to any third parties;
 - (b) transfer the mobile apps except to other personal devices solely owned by you;
 - (c) bypass any technical restrictions or limitations in the mobile apps;
 - (d) reverse engineer, decompile, or disassemble, attempt to derive the source code of, modify, or create derivative works of the mobile apps, or attempt to do so; and
 - (e) remove or alter any trademarks, copyright notices, labels contained in the mobile apps.
- 15.4 Export controls. You acknowledge and understand that the mobile apps may contain cryptography-related technology. You hereby agree to not export, or transfer for the purpose re-export, (any part of) the mobile apps in violation of applicable laws. In particular, you hereby agree to not export the mobile apps to third parties in any countries contrary to applicable sanctions laws. You hereby

indemnify Prowise, its affiliates and its licensors, and agree to hold them harmless, from any claims, fines, damages and losses arising from your breach of this export control-provision.

- 15.5 Updates. Prowise may, from time to time, develop and make available to you bug fixes, patches, feature additions, and other modifications to Presenter and the mobile apps. Updates will be provided to users as automatic OTA (over-the-air) updates and serve to improve the experience of the mobile apps. You hereby consent to receive such updates (and permit Prowise to deliver them to your device). You are advised to and agree to install the latest updates for the mobile apps as soon as they are made available by Prowise. Prowise will not be liable for any consequences, loss or damages that might occur if you fail to install updates, or fails to do so in full or in time.

16. Additional terms for use of iOS mobile apps

- 16.1 Apple Inc. (“**Apple**”) is not a party to these Terms and Prowise is responsible for the offering and contents of the mobile app for Presenter in the Apple Appstore. To the extent that these Terms deviate from Apple’s Media Services Terms and Conditions ([link](#)), the latter terms apply and shall have priority and you hereby acknowledge that you have had the opportunity to review them.
- 16.2 Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Presenter mobile app.
- 16.3 In the event of any failure of the Presenter mobile app to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the mobile app to you (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Presenter mobile app, and Apple shall not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- 16.4 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and that (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 16.5 You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Terms if you use the Presenter mobile app for iOS, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof.

17. Third party software and Open source

- 17.1 Presenter may include certain items of software that are subject to third party licenses, including open source licenses (“**Third Party Software**”). Each item of Third Party Software is licensed under the terms of the end-user license that accompanies such Third Party Software and nothing in these Terms is meant to limit your rights under, or grant you rights that supersede, the terms imposed by said licensors of Third Party Software. You hereby agree to adhere to the terms applicable to Third Party Software.
- 17.2 Prowise informs its users of the fact that it uses MyScript’s copyrighted handwriting recognition technology in Presenter.

17.3 Prowise uses YouTube API Services in Presenter. By using the YouTube API Services in Presenter, you agree to be bound by the YouTube Terms of Service which are available via this [link](#).

18. Miscellaneous

18.1 Should any provision of the Terms be or become invalid or unenforceable in whole or in part, the remaining provisions shall continue to apply in full and the Prowise and you agree to negotiate in good faith with respect to a valid and enforceable provision approaching as closely as possible the intent of the invalid or unenforceable provision, in order to replace it.

18.2 Any failure by Prowise to enforce any provision of the Terms shall not be deemed to be a waiver of any rights, nor shall it prejudice any of its rights to take subsequent action.

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