

# General terms and conditions

to use the services of SlideLizard

*Release October 2020*

## 1. Scope and definition

- 1.1. The following terms and conditions apply to all services offered by SlideLizard Software GmbH under the brand name SlideLizard (hereinafter referred to as SlideLizard) and regulate their use.
- 1.2. By registering or downloading, the user explicitly accepts these terms and conditions.
- 1.3. SlideLizard is a service that provides presenters with extended functionality for Microsoft PowerPoint (short *PowerPoint*) presentations to facilitate communication and data exchange between the presenter and the participant. This service is provided to the presenter as a direct PowerPoint integration (as a so-called PowerPoint AddIn).
- 1.4. A *SlideLizard presentation* is a PowerPoint presentation that has been prepared by the SlideLizard AddIn to be held. Metadata about this presentation has been transferred to the SlideLizard service.
- 1.5. *Users* of the service are *presenters* and *participants*.
- 1.6. *Participants* are people who participate in a SlideLizard presentation via a mobile (smartphone, tablet, laptop) or any other Internet-enabled device. To participate means to connect to the presentation by calling a URL generated by the SlideLizard service. This input can be done manually or indirectly via another representation of this URL, e.g. a QR code. Whether someone is a *participant* does not depend in any way on the location of the person, so the person can be completely separate from the presenter, only the URL must be communicated to the participant.
- 1.7. *Presenters* are the people who create and deliver a SlideLizard presentation. Presenters make their presentation slides, contact details and hyperlinks available to *participants* via the SlideLizard service.

## 2. Registration

- 2.1. *Participants* do not have to register to use the services of SlideLizard on the participant side.
- 2.2. In order to be able to use the services as a *presenter*, registration is required, stating a password and a valid e-mail address, or using an existing Facebook or Google account. When creating billing data for a user, the surname, first name and full address must be provided. The registration is done by a final confirmation mail to be able to use SlideLizard. The registration itself is free of charge.
- 2.3. The user undertakes to provide the registration details truthfully and correctly and to report any changes to the data without delay by e-mail to [office@slidelizard.at](mailto:office@slidelizard.at).
- 2.4. The password and the access data must not be passed on to third parties and must be kept safe from access by third parties. If the user has reason to suspect that a third party has knowledge of his password/access data, he must report this immediately by e-mail to [office@slidelizard.at](mailto:office@slidelizard.at) and change his password immediately.
- 2.5. There is no right to registration. SlideLizard is entitled to refuse a registration without giving reasons.
- 2.6. Each user may create a maximum of 1 account. Multiple registrations are inadmissible.
- 2.7. A registration creates a contractual relationship between SlideLizard Software GmbH and the user, which is governed by the provisions of these terms and conditions and the separate data protection declaration.

## 3. Module payment options and contract duration

- 3.1. The details regarding the duration of the contract, scope of functions and functional restrictions are primarily determined by the contract concluded and the method of payment.
- 3.2. SlideLizard is available in 3 versions. These differ in functional limitations, but contain at least the following functional scope:
- 3.3. "*FREE*": allows up to 20 participants, up to 20 shared slides, audience questions, audience polls, audience feedback, shared documents, shared contact information.
- 3.4. "*BASIC*": allows up to 50 participants, any number of shared slides, audience questions, audience polls, audience feedback, shared documents, shared contact data.

- 3.5. *"PRO"*: allows up to 200 participants, any number of shared slides, audience questions, audience polls, audience feedback, shared documents, shared contact data, generation of a presentation report and password protection.
- 3.6. Possible additional functions of the respective versions can be found on the homepage.
- 3.7. For presentations with more than 300 expected participants, a timely (i.e. at least 1 week before the actual presentation) contacting of the SlideLizard support is required to ensure the necessary resources.
- 3.8. It is possible to take advantage of a 30-day trial phase, which includes the functionality of the *"PRO"* variant. During the trial phase only presentations for testing the SlideLizard software may be made. Any commercial use (e.g. for internal or external events) is prohibited.
- 3.9. In the *"FREE"* version, as well as during the whole trial phase, the correct function of SlideLizard is not guaranteed.
- 3.10. After termination of the versions *"BASIC"* and *"PRO"* (either due to expiration of the trial phase or termination of the subscription) the rights are automatically reset to the version *"FREE"*. This may restrict the view of data from previous presentations but does not affect previously exported data. The account can be deleted at any time at the request of the owner. SlideLizard reserves the right to delete inactive accounts in accordance with the applicable terms and conditions.
- 3.11. Cancellations must be made by e-mail or in a written statement (letter). SlideLizard is entitled to demand proof of the identity/legitimacy of the canceller.
- 3.12. The following payment options exist for the *"BASIC"* and *"PRO"* versions:
  - Monthly subscription: The services of SlideLizard can be used according to the purchased package at the price indicated on the homepage. If no notice is given until the last day of a month, the contract is automatically renewed for another month. Payment is made monthly.
  - Annual subscription: The services of SlideLizard can be used according to the package fully and extensively for the duration of one year. If SlideLizard is not cancelled until the last day of the month preceding the expiration of the subscription, the subscription is automatically extended by one (further) year. The complete amount is due for payment at the time of purchase.
  - Per Event: SlideLizard's services can be purchased for a specific period of time for individual events. Within this period any number of presentations can be created and held. The analysis and viewing of all presentation data are only possible during this period. The complete amount is due for payment at the time of purchase.

#### 4. Payment

- 4.1. Payment is required in order to be able to use the respective version and is therefore due immediately after delivery.
- 4.2. Payment is processed by the payment provider *Stripe Payments Europe, Ltd.* (short Stripe). It is pointed out that personal data of the customer are collected, processed and used there. The payment information is entered via SlideLizard, but it is forwarded directly to the Stripe service. SlideLizard does not assume any liability for the handling of payments. With regard to payment, the terms of use, payment and data protection of *Stripe Payments Europe, Ltd.* shall apply exclusively.

#### 5. Obligations, duties and rules of conduct for the user

- 5.1. In order to be able to use the services of SlideLizard to the full extent, the following technical requirements have to be met:
  - A stable Internet connection is required for both speakers and participants to use SlideLizard.
  - System requirements for *speakers* are at least Windows 7, 8.1 or 10 as well as Microsoft PowerPoint 2010, 2013, 2016 or 2019, and AddIns in PowerPoint.
  - Prerequisites for *participants* are an Internet-enabled device with an Internet browser. The participant must have installed the latest version of the respective browser. SlideLizard supports Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge. Other browsers may have functional limitations of any kind.
  - The browser must allow JavaScript, cookies and popups.
  - If older or other technologies are used, the user may not be able to use the services of SlideLizard to the full extent, this is the sole responsibility of the user.
- 5.2. The user undertakes to use the services provided by SlideLizard in accordance with their intended purpose and to refrain from any actions that could harm or endanger SlideLizard and/or other users and/or restrict the availability of the services for other users. Intended use also includes compliance with all notices, recommendations and the like that SlideLizard makes at the time of concluding the contract or thereafter on its homepage, in operating instructions or in other documents made available to the user.
- 5.3. SlideLizard offers the presenter the opportunity to provide content (such as presentation slides, additional web links and contact data), as well as participants the opportunity to participate in live polls, ask questions and provide feedback. The user warrants that he will not misuse these services. In particular, the user must comply with the following rules:
  - The input of the user's personal data into any free text fields of SlideLizard (e.g. question or feedback function) is at the user's own risk.

- You may not include (or reference to) any personal e-mail address, telephone number, or hyperlink to such data in any SlideLizard free text fields, except as specifically provided herein.
- The publication of third-party data (e.g. the creation of a profile for a third party) without the consent of the third party is also not permitted.
- The user bears the exclusive responsibility for the content stored in his profile. The user undertakes to comply with all relevant legal provisions (e.g. penal code, pornography law, youth protection law, prohibition laws, telecommunications laws, e-commerce law, media law, copyright law, unfair competition law, data protection law, any personal rights arising from other laws, etc.) when posting content in his profile, in particular not to disseminate any immoral, pornographic, obscene or racist, violence glorifying, violence harmless right/left radical insults or other illegal content.

5.4. SlideLizard only provides a service. The content of the presentation itself is integrated into the SlideLizard service by the user on his own responsibility and managed and displayed there.

5.5. The presenter is obliged to ensure that he/she has all rights on the respective presentations and that he/she is entitled to do so when providing links and sources.

5.6. The presenter is responsible for the links and contents provided by him/her.

5.7. The user undertakes not to threaten or harass third parties or other users and/or to violate their personal rights.

5.8. Irrespective of any civil or criminal consequences, the user shall be liable to SlideLizard for damages of any kind whatsoever and for any claims of third parties of any kind whatsoever resulting from the violation of obligations of the user according to this declaration and shall indemnify and hold SlideLizard harmless in this respect.

## 6. Rights of use and Copyrights

6.1. SlideLizard is (in relation to the user) the sole legal owner of the reproduction, distribution and processing rights and all copyrights as well as the right of non-physical transfer and reproduction of the services and software as well as the individual content of SlideLizard.

6.2. The use of the Services and the content, materials, etc. contained therein is permitted solely for the purposes set out in these Terms and Conditions.

6.3. The contents of the slides uploaded by the user are the exclusive intellectual property of the user and are solely attributable to him.

## 7. Availability, Warranty

- 7.1. SlideLizard does not guarantee a constant availability of its services. Downtimes in which the services by SlideLizard cannot be reached due to maintenance, software updates and due to circumstances (such as technical problems of third parties, force majeure) which are beyond the control of SlideLizard and therefore beyond responsibility of SlideLizard cannot be excluded. The user declares that he will not assert any claims for damages and/or warranty for failures.
- 7.2. SlideLizard does not guarantee that its services meet the expectations of the customer, in particular that success will be achieved from the use of the services.
- 7.3. SlideLizard is entitled to delete the data assigned to the user after a period of one year after creation without the separate consent of the user.

## 8. Maintenance

- 8.1. SlideLizard may temporarily shut down the service for maintenance purposes (scheduled maintenance times). Planned maintenance times are as far as possible within the maintenance window between 00:00 GMT and 06:00 GMT. SlideLizard will make every effort to notify all paying customers of scheduled maintenance times in good time via e-mail. The total duration of the planned maintenance times should not exceed 12 hours per month.

## 9. Advertising

- 9.1. Unless otherwise agreed in writing, SlideLizard shall be entitled to name the client as a reference and to use all (protected or unprotected) trademarks, logos and designations of the client for advertising purposes. The customer may revoke this consent at any time by sending an e-mail to [office@slidelizard.at](mailto:office@slidelizard.at).
- 9.2. The client agrees to be contacted by SlideLizard by telephone or e-mail for information and advertising about products and services. The customer may revoke this consent at any time by sending an e-mail to [office@slidelizard.at](mailto:office@slidelizard.at).

## 10. Liability

- 10.1. Unless this violates mandatory law, SlideLizard is only liable for compensation for damages caused in connection with this contract by SlideLizard, its employees and/or vicarious agents in the event that the damage was caused by gross negligence or intent. However, the limitations of liability associated with this do not apply to compensation for personal injury.

10.2. Notwithstanding the limitations of liability, the liability of SlideLizard for consequential damages, loss of profit, data loss and financial loss is explicitly excluded.

10.3. SlideLizard is not liable for any content uploaded by users of SlideLizard, nor for any damages resulting therefrom.

## 11. Shutdown of the service

11.1. SlideLizard is entitled to completely or partially shut down its services, which are the subject of this contract, if its safety or the safety of users is endangered. This right of SlideLizard also exists if the continued operation of the SlideLizard Service or parts thereof is economically unreasonable. However, SlideLizard will make every effort to fulfil the contractual obligations.

## 12. General conditions

12.1. SlideLizard reserves the right, in the event of violation of these terms and conditions by the user, to

- warn the user
- delete the user's content
- block the user temporarily or permanently and/or to
- terminate the contractual relationship prematurely and to delete the user

## 13. Dissolution for good cause

13.1. SlideLizard is entitled to dissolve this contract with immediate effect by means of a written declaration without notice if there is a good cause.

## 14. Secrecy

14.1. The user undertakes to treat as confidential e-mails, messages and data of other users which he receives in connection with the use of the services. The user may not, without the prior written consent of the other user, make these accessible to third parties, either in whole or in part, either directly or indirectly.

14.2. SlideLizard and the user are obliged to comply with the provisions of the Data Protection Law and the General Data Protection Regulation as well as any other legal confidentiality obligations.

14.3. These obligations also apply after termination of the contractual relationship.

15. Partial invalidity

15.1. Should provisions of this contract be ineffective, invalid or void or become invalid in the course of their duration, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, the contracting parties undertake to replace the legally ineffective, invalid and/or void provision with a legally effective and valid provision which corresponds in its economic effect to the replaced provision as far as possible and legally.

16. Right of withdrawal

16.1. The participant may withdraw from the contract in accordance with the statutory provisions if the contract was concluded by a doorstep transaction (§ 3 KSchG) or a distance selling transaction (§ 11 FAGG) and no case of § 18 FAGG exists (e.g. agreed commencement of performance of the service and complete fulfilment of the contract within the withdrawal period, delivery of digital content not stored on a physical data carrier, if the entrepreneur has commenced delivery based on the express consent of the customer before expiry of the withdrawal period). The customer may withdraw from both a door-to-door transaction and a distance selling transaction (FAGG) within 14 days of conclusion of the contract. The resignation can take place form-free.

17. Place of performance, place of jurisdiction

17.1. Place of performance and place of jurisdiction is Linz, Austria.

17.2. Austrian law is applied with the exception of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods.