

The Presentations Platform, Conditions of Use (version tpp0815eng)

Welcome to The Presentations Platform, further referred to as '**TPP**'.

Article 1. Your relationship with The Presentations Platform

- 1.1** Your use of TPP's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by TPP under a separate written agreement) is subject to the conditions of a legal agreement between you and TPP. "TPP" stands for "The Presentations Platform", which is part of 3R Business Development, as registered under registration number 37061930 at the Chamber of Commerce in Alkmaar, The Netherlands. This document explains how the agreement is made up, and sets out some of the conditions of that agreement.
By using our Services, you agree to these conditions.
- 1.2** Unless otherwise agreed in writing with TPP, your agreement with TPP will always include, at a minimum, the conditions set out in this document. These are referred to below as the "General Conditions".
- 1.3** Your agreement with TPP will also include the conditions of any Legal Notices applicable to the Services, in addition to the General Conditions. All of these are referred to below as the "Additional Conditions". Where Additional Conditions apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.
- 1.4** The General Conditions, together with the Additional Conditions, form a legally binding agreement between you and TPP in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Conditions".
- 1.5** If there is any contradiction between what the Additional Conditions say and what the General Conditions say, then the Additional Conditions shall take precedence in relation to that Service.

Article 2. Accepting the Conditions

- 2.1** In order to use the Services, you must firstly agree to the Conditions. You may not use the Services if you do not accept the Conditions.

- 2.2** You can accept the Conditions by:
- (A) clicking to accept or agree to the Conditions, where this option is made available to you by TPP in the user interface for any Service;
 - or
 - (B) by actually using the Services. In this case, you understand and agree that TPP will treat your use of the Services as acceptance of the Conditions from that point onwards.
- 2.3** You may not use the Services and may not accept the Conditions if (a) you are not of legal age to form a binding contract with TPP, or (b) you are a person barred from receiving the Services under the laws of the Netherlands, or those of other countries including the country in which you are resident or from which you use the Services.
- 2.4** Before you continue, you should print off or save a local copy of the general Conditions for your records.

Article 3. Language of the Conditions

- 3.1** TPP has compiled translations of the Dutch language version of these Conditions. In case you are a non-resident of the Netherlands or its overseas territories, then you agree that the English language version of these Conditions will govern your relationship with TPP.
- 3.2** If there is any contradiction between what the English language version of the Conditions says and what a translation says, then, in case you are a non-resident of the Netherlands or its overseas territories, the English language version shall take precedence.
- 3.3** If you are a resident of the Netherlands or its overseas territories, then the Dutch language version of the Conditions will govern the relationship with TPP. If, in such case, there is any contradiction between what the Dutch language version of the Conditions says and what a translation says, then the Dutch language version shall take precedence.

Article 4. Provision of the Services by TPP

- 4.1** TPP works with partners and affiliated legal entities around the world ("Partners and Affiliates"). Sometimes, these organizations will be providing the Services (such as text processing or presentation software) to you on behalf of TPP itself. You acknowledge and agree that Partners and Affiliates will be entitled to provide the Services to you.

- 4.2** TPP is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which TPP provides may change from time to time without prior notice to you.
- 4.3** As part of this continuing innovation, you acknowledge and agree that TPP may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at TPP's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform TPP when you stop using the Services.
- 4.4** You acknowledge and agree that if TPP disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.
- 4.5** You acknowledge and agree that TPP may set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, at any time, at TPP's discretion.

Article 5. Use of the Services by you

- 5.1** In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to TPP will always be accurate, correct and up to date.
- 5.2** You agree to use the Services only for purposes that are permitted by (a) the Conditions and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the Netherlands or other countries).
- 5.3** You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by TPP, unless you have been specifically allowed to do so in a separate agreement with TPP.
- 5.4** You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected

to the Services).

- 5.5** Unless you have been specifically permitted to do so in a separate agreement with TPP, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 5.6** You agree that you are solely responsible for (and that TPP has no responsibility to you or to any third party for) any breach of your obligations under the Conditions and for the consequences (including any loss or damage which TPP may suffer) of any such breach.

Article 6. Your passwords and account security

- 6.1** You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 6.2** Accordingly, you agree that you will be solely responsible to TPP for all activities that occur under your account.
- 6.3** Furthermore, you agree to notify TPP immediately, if you become aware of any unauthorized use of your password or of your account.

Article 7. Privacy policy and your personal information

- 7.1** You agree to the use of your data in accordance with TPP's Privacy Policy as explained in the following paragraphs (7.2 through 7.8):
- 7.2** TPP collects information to provide better services to all of its users. This may vary from basics, such as which language you speak to more complex things, such as which software programs you'll find most useful for professional presentation purposes.
- 7.3** Collection of information occurs in two ways:
 - (A) through information that you provide TPP, such as your personal information required for registration, and
 - (B) through information that TPP gets through your use of Services, such as the Services you use or how you use them. This information may include:
 - (1) device-specific information (such as your operating system version and unique device identifiers or mobile network information);

- (2) log information, such as details regarding how you use Services, internet protocol address, device event information, and cookies that uniquely identify your TPP account;
- (3) location information;
- (4) unique application numbers that certain Services may include;
- (5) information derived from local storage, such as browser web storage and application data caches;
- (6) cookies and anonymous identifiers, which TPP may use regarding your interaction with Services that TPP offers on behalf of its partners, such as advertising services or TPP features that may appear on other sites.

7.4 TPP uses the collected information from its Services to provide, maintain, protect and improve them, to develop new services and to protect TPP and its users. Furthermore, this information is used to offer you tailored content – such as giving you more relevant search results and ads.

When you contact TPP, TPP may keep a record of your communication to help resolve any issues that you might be facing. TPP may use your email address to inform you about certain services, such as letting you know about upcoming changes or improvements.

TPP may use information collected from cookies and other technologies to improve your user experience and the overall quality of Services.

TPP may combine personal information from one Service with information, including personal information, from other Services – for example, to make it easier to share things with people you know.

7.5 TPP will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

You may set your browser to block all cookies, including cookies associated with Services. However, it's important to remember that certain Services may not function properly if your cookies are disabled.

7.6 TPP may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing method or practice), risk the privacy of others or would be extremely impractical (for instance, requests concerning information residing on backup devices).

7.7 Regarding information that TPP shares, TPP will not share personal information with companies, organizations and individuals outside TPP unless one of the following circumstances applies:

- (A) with your consent; TPP will share personal information with companies, organizations or individuals outside TPP when TPP has your consent to do so. TPP requires opt-in consent for the sharing of any sensitive personal information;
- (B) through domain administrators: if your TPP account is managed for you by a domain administrator then your domain administrator or others who provide user support to your organization will have access to your TPP account information (including your emails, statistics regarding your account, and other data).

TPP may provide personal information to its Partners to process it, based on TPP's instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.

Also, TPP will share personal information with companies, organizations or individuals outside TPP if TPP has a belief in good faith that access, use, preservation or disclosure of the information is reasonably necessary to:

- (1) meet any applicable law, regulation, legal process or enforceable governmental request;
- (2) enforce applicable Conditions, including investigation of potential violations;
- (3) detect, prevent or otherwise address fraud, security or technical issues;
- (4) protect against harm to the rights, property or safety of TPP, its users or the public, as required or permitted by law.

TPP may share aggregated, non-personally identifiable information publicly and with our partners, such as publishers, advertisers or connected sites, for example regarding trends about the general use of Services.

7.8 If TPP is involved in a merger, acquisition or asset sale, TPP will continue its effort to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different Privacy Policy.

Article 8. Content in the Services

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

- 8.2** You are aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to TPP (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically allowed to do so by TPP or by the owners of that Content, in a separate agreement.
- 8.3** TPP reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.
- 8.4** You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- 8.5** You agree that you are solely responsible for (and that TPP has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which TPP may suffer) by doing so.

Article 9. Proprietary rights

- 9.1** You acknowledge and agree that TPP (or TPP's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by TPP and that you shall not disclose such information without TPP's prior written consent.
- 9.2** Unless TPP has agreed otherwise in writing with you, you do not have the right to use any of TPP's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 9.3** With due observance of the Conditions set forth in Article 11 below, TPP acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Conditions in or to any content that

you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with TPP, you agree that you are responsible for protecting and enforcing those rights and that TPP has no obligation to do so on your behalf.

9.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.5 Unless you have been expressly authorised to do so in writing by TPP, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

Article 10. Software licences from TPP

10.1 TPP may give you personal, worldwide, royalty-free, non-assignable and non-exclusive licences to use certain software provided to you by TPP as part of the Services as provided to you by TPP (referred to as the "Software" below). These licences are for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by TPP, in the manner permitted by the Conditions.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompose or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by TPP, in writing.

10.3 Unless TPP has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

Article 11. Content licence from you

11.1 You retain copyright and any other rights you already hold in content which you submit, post or display on or through, the Services. By

submitting, posting or displaying the content you give TPP a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to publicly perform, publicly display and distribute any content which you submit, post or display on or through, the Services. This licence is for the sole purpose of enabling TPP to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Conditions of those Services.

11.2 You agree that this licence includes a right for TPP to make such content available to other companies, organizations or individuals with whom TPP has relationships for the provision of syndicated services, and to use such content in connection with the provision of those services.

11.3 You understand that TPP, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit TPP to take these actions.

11.4 You confirm and warrant to TPP that you have all the rights and authority necessary to grant the above licence.

Article 12. Software updates

12.1 Software that may be provided to you as part of certain Services, may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit TPP to deliver these to you) as part of your use of the Services.

Article 13. Ending your relationship with TPP

13.1 The Conditions will continue to apply until the mutual relationship has been terminated by either you or TPP as set out below.

13.2 If you want to terminate your legal agreement with TPP, you may do so by (a) notifying TPP at any time and (b) closing your accounts for all of the Services which you use, where TPP has made this option available to

you. Your notice should be sent, in writing, to TPP's address which is set out under 'Contact' in the TPP website.

- 13.3** TPP may at any time, terminate its legal agreement with you if:
- (A) you have breached any provision of the Conditions (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Conditions); or
 - (B) TPP is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 - (C) the partner with whom TPP offered the Services to you has terminated its relationship with TPP or ceased to offer the Services to you; or
 - (D) TPP is changing over to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
 - (E) the provision of the Services to you by TPP is, in TPP's opinion, no longer commercially viable.

13.4 Nothing in this Article shall affect TPP's rights regarding provision of Services under Article 4 of the Conditions.

13.5 When these Conditions come to an end, all of the legal rights, obligations and liabilities that you and TPP have benefitted from, shall be unaffected by this cessation.

Article 14. Exclusion of Warranties

14.1 The Services are provided "as is" and TPP, its Partners and Affiliates, and its licensors give you no warranty with respect to them.

14.2 In particular, TPP, its Partners and Affiliates, and licensors do not represent or warrant to you that:

- (A) your use of the Services will meet your requirements,
- (B) your use of the Services will be uninterrupted, timely, secure or free from error,
- (C) any information obtained by you as a result of your use of the Services will be accurate or reliable, and
- (D) that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

14.3 Nothing in the Conditions shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree

to alter or waive.

Article 15. Limitation of Liability

15.1 Nothing in these Conditions shall exclude or limit TPP's liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to overall provision in paragraph 15.1 above, TPP, its Partners and Affiliates, and its licensors shall not be liable to you for:

- (A) any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
- (B) any loss or damage which may be incurred by you as a result of:
 - (I) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the TPP-site or on the Services;
 - (ii) any changes which TPP may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
 - (iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;
 - (iv) your failure to provide TPP with accurate account information;
 - (v) your failure to keep your password or account details secure and confidential.

15.3 The limitations on TPP's liability to you in paragraph 15.2 above shall apply whether or not TPP has been advised of or should have been aware of the possibility of any such losses arising.

Article 16. Copyright and trade mark policies

16.1 It is TPP's policy to respond to notices of alleged copyright infringement that comply with applicable national or international intellectual property law and to terminating the accounts of repeat infringers.

Article 17. Advertisements

- 17.1** Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services.
- 17.2** The manner, mode and extent of advertising by TPP on the Services are subject to change without specific notice to you.
- 17.3** In consideration for TPP granting you access to and use of the Services, you agree that TPP may place such advertising on the Services.

Article 18. Other content

- 18.1** The Services may include hyperlinks to other web sites or content or resources. TPP may have no control over any web sites or resources which are provided by companies or persons other than TPP.
- 18.2** You acknowledge and agree that TPP is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 18.3** You acknowledge and agree that TPP is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

Article 19. Changes to the Conditions

- 19.1** TPP may make changes to the General Conditions or Additional Conditions from time to time. When these changes are made, TPP will make a new copy of the General Conditions available on TPP's website. Any new Additional Conditions will be made available to you from within, or through, the affected Services.
- 19.2** You understand and agree that if you use the Services after the date on which the General Conditions or Additional Conditions have changed, TPP will treat your use as acceptance of the updated General Conditions or Additional Conditions.

Article 20. General legal conditions

- 20.1** Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate conditions between you and the company or person concerned. If so, the Conditions do not affect your legal relationship with these other companies or individuals.
- 20.2** The Conditions constitute the whole legal agreement between you and TPP and govern your use of the Services (but excluding any services which TPP may provide to you under a separate written agreement), and completely replace any prior agreements between you and TPP in relation to the Services.
- 20.3** You agree that TPP may provide you with notices, including those regarding changes to the Conditions, by email, regular mail, or postings on the Services.
- 20.4** You agree that if TPP does not exercise or enforce any legal right or remedy which is contained in the Conditions (or which TPP has the benefit of under any applicable law), this will not be taken to be a formal waiver of TPP's rights and that those rights or remedies will still be available to TPP.
- 20.5** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Conditions is invalid, then that provision will be removed from the Conditions without affecting the rest of the Conditions. The remaining provisions of the Conditions will continue to be valid and enforceable.
- 20.6** You acknowledge and agree that each member of the group of companies of which TPP is the parent shall be third party beneficiaries to the Conditions and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Conditions which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the Conditions.
- 20.7** The Conditions, and your relationship with TPP under the Conditions, shall be governed by Dutch law. You and TPP agree to submit to the exclusive jurisdiction of the courts of the Netherlands to resolve any legal matter arising from the Conditions. Notwithstanding this, you agree that TPP shall still be allowed to apply for injunctive remedies (or an equivalent

type of urgent legal relief) in any jurisdiction.