



# TERMS AND CONDITIONS

www.powerpresentation.tools

Effective date: September 13<sup>th</sup>, 2020

## § 1. Introduction

Welcome to the PowerPresentation Tools website which is located on [www.powerpresentation.tools](http://www.powerpresentation.tools) (“Site” or “Website”).

This website is owned and operated by Lukas Schmitt - PowerPresentation from Germany. Throughout the Site, the terms “we”, “us”, “PowerPresentation Tools” and “our” refer to Lukas Schmitt - PowerPresentation. We offer this website and our software for global users, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/ or using the Power Presentation Tools software, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, customers, businesses, and/ or contributors of content.

**PLEASE READ THE FOLLOWING TERMS AND DISCLAIMERS CAREFULLY BEFORE USING THE SERVICES.**

By accessing or using our Services, you agree to these Terms, conditions, and all applicable laws. If you do not agree with these Terms, our or any other of our policy, you should not use the Services.

## § 2. PowerPresentation Tools – General Information

- **What we do.** PowerPresentation Tools is software that improves your efficiency within PowerPoint by automatically handling repetitive tasks so you can concentrate on telling your story. To learn more, please refer to our Site.
- **Sole discretion.** We reserve the right to add/discontinue any product or service anytime at the sole discretion and without notice.

## § 3. Eligibility

The use of Power Presentation Tools is strictly limited to parties who can lawfully enter into and form contracts on the Internet. If you are under the age of 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.

By making an offer to purchase products you expressly authorize us to perform where PowerPresentation Tools feels necessary, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your credit/debit card number or credit reports, to authenticate your identity, to validate your



credit/debit card, to obtain an initial credit/debit card authorization and to authorize individual purchase transactions.

#### § 4. **Payment**

We accept the following payment methods on our Site:

- Visa (credit and debit cards)
- MasterCard (credit and debit cards)
- Any other payment method displayed on our Site

We reserve the right to add or change our payment methods at sole discretion anytime.

#### § 5. **Pricing Policy**

Prices shown on the Site are in Euros

Sometimes we need to make changes to the price of some of our services. When this happens, we'll update the prices on our website. If you had placed your order for a service before the price change, the price will be as stated on our website at the time when you had placed your order.

#### § 6. **General Terms**

- PowerPresentation Tools offers two subscription packages with different features; **“Customizable”** and **“Corporate”** plans.
- PowerPresentation Tools provides a 7-day free trial to users so they can test the software if it is compatible with their PC. We are not responsible if the software does not work on your PC after the trial period is completed.
- PowerPresentation Tools requires, an active internet connection at least once a week, in order to validate the status of your subscription package. If no connection to the internet was available while loading PowerPresentation Tools in the last seven days, the tool will deactivate until the next validation was successful; the cost of the internet connection will be borne by the customer or user.
- All users must purchase a subscription that is billed monthly after the commencement of the trial period according to the payment method accepted on this Site.
- Users can change their subscription plans through their login account. This enables them to change or cancel their subscription at any time. Effects of these changes will take place immediately.
- The software can be downloaded through the Site.
- Users will receive the login-key through an email upon purchase of the subscription.



- Under no circumstances shall the customer or user be entitled to transfer, rent or lease the software temporarily or permanently to third parties

#### § 7. **Cancellations**

If you purchase a subscription that automatically renews, you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period, except as otherwise communicated to you by PowerPresentation Tools. You will retain access to the Services from the time you cancel until the start of the next billing period, and will not receive a refund or credit for any remaining days in your current billing period. Subscription fees paid are final and non-refundable unless otherwise determined by us. If PowerPresentation Tools reasonably determines that a user has violated these Terms and Conditions, PowerPresentation Tools may immediately terminate the subscription and the user's access to Services without notice and refund.

#### § 8. **Permitted use**

You agree to use the Site and the Services only for purposes that are permitted by these Terms and Conditions and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Site and Services for your non-commercial, non-exclusive, non-assignable, non-transferable, and limited personal use, and no other purposes.

You will not (and will not attempt to):

- a. Access any of the Services by any means other than through the interface that is provided by PowerPresentation Tools;
- b. Gain unauthorized access to PowerPresentation Tools computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site, the Services, PowerPresentation Tools networks, and computer systems;
- c. Access any of the Site or the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
- d. Access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
- e. Reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site or the Services for any purpose; and
- f. Reproduce, duplicate, copy, sell, trade, or resell any products or services bearing any trademark, service mark, trade name, logo, or service mark owned by PowerPresentation Tools in a way that is likely or intended to confuse the owner or authorized user of such marks, names or logos.



## § 9. **Limited License and Site Access; Acceptable Use**

We grant you a limited license to use the Site for personal non-commercial use only. You may not: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert any of the contents of this Site not intended to be so read; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site in any form or by any means; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

You use this Site at your own risk. You agree that you will be personally responsible for your use of this Site and all of your communication and activity on this Site. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the Terms and Conditions, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

## § 10. **Accounts, Registrations, and Passwords**

If you use this Site and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer. If you open an account, register, or otherwise provide us with any information, you agree to provide us with current, complete, and accurate information as requested by any forms. PowerPresentation Tools is not responsible for any errors or delays in responding to any inquiry or request caused by any incorrect, outdated, or incorrect information provided by you or any technical problems beyond the control of PowerPresentation Tools. You acknowledge and agree that any login, identifier, or password issued in connection with this Site (each a "Password") is confidential information and must be kept secure. You may not disclose such a Password to another person or entity or permit another entity to access the Site using such a Password. You must notify PowerPresentation Tools immediately of any breach of security or unauthorized use of your account. PowerPresentation Tools cannot be responsible and disclaims all liability in connection with, the use of any information that you post or display on this Site.

## § 11. **Intellectual Property Rights**

Your use of the Site and its contents grants no rights to you concerning any copyright, designs, and trademarks and all other intellectual property and material rights mentioned, displayed, or relating to the Content (defined below) on the Site. All Content, including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site, are protected by national intellectual property and other laws. Any unauthorized reproduction, redistribution, or other use of the Content is prohibited and may result in civil and criminal penalties. You may use the Content only with our prior written and express authorization. To inquire about obtaining authorization to use the Content, please contact us at [lukas@powerpresentation.tools](mailto:lukas@powerpresentation.tools)

In addition to the intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio, or text on the Site.



## § 12. **Monitoring Activity**

PowerPresentation Tools has no obligation to monitor this Site or any portion thereof. However, we reserve the right to review any posted content and remove, delete, redact or otherwise modify such content, in our sole discretion, at any time and from time to time, without notice or further obligation to you. PowerPresentation Tools has no obligation to display or post any content. PowerPresentation Tools, subject to the Privacy Policy reserves the right to disclose, at any time and from time to time, any information or posted the content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request. PowerPresentation Tools shall have no liability in connection with any content or content submitted to, transmitted via, or displayed or posted on this Site, regardless of whether provided by PowerPresentation Tools or any other party.

## § 13. **Warranty**

To the fullest extent permissible under applicable law, PowerPresentation Tools expressly disclaims any and all warranties and representations, express or implied, including any (a) warranties of merchantability or fitness for a particular purpose or use as to the site and the software, including the information, data, software, or products contained therein, or the results obtained by their use or as to the performance thereof, (b) warranties or conditions arising through course of dealing, and (c) warranties or conditions of uninterrupted or error-free access or use. The site and all contents therein and components thereof are provided on an “as is” basis and your use of our services is at your own risk. We warrant that the software when used will be as intended and shall satisfy the function and performance features as described on the efficient elements website at the time when the order was placed.

## § 14. **Limitation of Liability**

You agree that in no event shall PowerPresentation Tools be liable to you, or any third party, for any lost profits, incidental, consequential, punitive, special, or indirect damages arising out of or in connection with the Site or the Terms and Conditions, even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise. This limitation on liability includes, but is not limited to, any (i) errors, mistakes, or inaccuracies in any Content or for any loss or damage of any kind incurred by you as a result of your use of or reliance on the Content; (ii) the transmission of any bugs, viruses, Trojan horses or the like which may infect your equipment, failure of mechanical or electronic equipment; (iii) unauthorized access to or use of the Site or PowerPresentation Tools' secure servers and/or any personal information and/or financial information stored therein; or (iv) theft, operator errors, strikes or other labor problems or any force majeure.

## § 15. **Indemnification**

You agree to indemnify and hold PowerPresentation Tools and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any suit, action, claim, demand, penalty, or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of the Site, breach of the Terms and



Conditions or the materials it incorporates by reference, or your violation of any law, regulation, order or other legal mandates, or the rights of a third party.

#### § 16. **Dispute Resolution & Governing Laws**

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

These Terms and Conditions shall be governed by and construed in accordance with the laws of Germany and you hereby submit to the exclusive jurisdiction of German courts.

#### § 17. **Children**

You may not use or engage with our website if you are under 18 years of age. If you use or engage with the website and are under 18 years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the website, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the website.

#### § 18. **Changes**

We reserve the right to update and revise these Terms and Conditions at any time. You will know if these Terms and Conditions have been revised since your last visit to the website by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Site constitutes your acceptance of these Terms and Conditions as amended or revised by us from time to time, and you should, therefore, review these Terms and Conditions regularly.

#### § 19. **Electronic Communications**

When you visit the Site or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication is in writing.

#### § 20. **Severability**

If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms or conditions.

#### § 21. **Assignment**

We shall be permitted to assign, transfer, or subcontract our rights and obligations under these terms without your consent or any notice to you. You shall not be permitted to assign, transfer, or subcontract any of your rights and obligations under this agreement.

#### § 22. **Force Majeure**

PowerPresentation Tools is not liable for any delays caused by circumstances beyond PowerPresentation Tools' control, e.g. general labor dispute, extreme weather, acts of war,



fire, lightning, terrorist attacks, changed governmental orders, technical problems, defects in power- /tele-/computer communications or other communication and defects or delays in the service by sub-suppliers due to circumstances set forth above. Such circumstances shall result in relief from damages and other measures. If any such situation should arise, PowerPresentation Tools shall inform the Customer accordingly both at the beginning and the end of the period for the current situation. If the situation has lasted for more than two months, both the Customer and PowerPresentation Tools are entitled to terminate the purchase with immediate effect.

#### § 23. **Entire Agreement**

These Terms and Conditions set forth the entire understanding and agreement between you and PowerPresentation Tools concerning the subject matter herein and supers all prior or contemporaneous communications and proposals, whether electronic, oral, or written concerning the Site. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. You may not assign the Terms and Conditions, or assign, transfer or sublicense your rights therein. A failure to act concerning a breach by you or others does not waive PowerPresentation Tools' right to act concerning subsequent or similar breaches.

#### § 24. **Term and Termination**

This agreement becomes effective the date that you first access the Site and remains effective until it is terminated consistent with its terms. Violations of this agreement may result in the immediate termination of this agreement and denials or terminations of your access to the Site. Such restrictions may be temporary or permanent. Upon termination, your right to use this Site shall be revoked. Upon the revocation of the right to use the Site, you shall destroy, or cause to have destroyed any copies of the information you have obtained from the Site. All disclaimers, limitations of liability, indemnities, and rights of ownership and licenses to PowerPresentation Tools shall survive any termination.

#### § 25. **Contact Us**

For any questions, complaints, and queries or to report any violations, kindly get in touch through our contact us section.