SlideKick Software

General Terms of Use and Service

Preamble

SlideKick Software, Dr. Anne-Therese Körtgen, Eimerick 75, 5653 RK Eindhoven, The Netherlands, (hereinafter "SlideKick Software") provides on the basis of the following general usage and terms of service with SLIDEKICK a software (hereinafter "Software") that allows the user to use PowerPoint slides within a PowerPoint inventory based on terms, last modified date and last reviewer in the inventory of the user's PowerPoint presentations (on local storage media and in network folders). The search results are previewed and can be copied directly into another presentation. SLIDEKICK also manages PowerPoint slide updates. The exact software specifications can be found in the product description.

The use of this software is based on the following general terms and conditions of use and service, which apply to all contracts concluded between the user and SlideKick Software. Deviating terms and conditions of the user do not apply.

Customers within the meaning of these Terms of Use and Service are consumers as well as entrepreneurs. A consumer is any natural person with whom SlideKick Software enters into a business relationship and who acts for a purpose which cannot be attributed to his commercial or self-employed professional activity. Entrepreneur is any natural or legal person or partnership with which a business relationship is entered into and which acts in the exercise of a commercial or independent professional activity.

1. Subject matter of the contract / Description of service

1.1

SlideKick Software makes the software available to the user by means of a download link from www.slidekick.de. The user can install the software locally or in his own network environment. The storage of data, which the user enters through the use of the software, is carried out solely in the sphere of the user. SlideKick Software does not guarantee the functionality of the download link.

1.2

Due to technical progress, performance optimization and/or new legal or regulatory requirements, a performance change may become necessary after the conclusion of the contract. SlideKick Software reserves the right to make such changes insofar as they are reasonable for the user. SlideKick Software informs the user of significant performance changes in reasonable time in advance.

1.3

The connection to the Internet, the network connection as well as a functioning hardware and software on the part of the user is the responsibility of the user and is not the subject of the contract.

1.4

SlideKick Software will strive to provide regular software updates for the software. These can install automatically.

2. Conclusion of the contract

2.1

Unless otherwise specified, a contract for the download, and if necessary, the acquisition and use of the software offered by SlideKick Software comes with the

> SlideKick Software, Dr. Anne-Therese Körtgen, Eimerick 75, 5653 RK Eindhoven, The Netherlands, as follows:

1. Selection of the corresponding license model via our online shop.
2. If you select a paid license model, specify the billing data and means of payment.
3. If you select a paid license model, summary of purchase details.
4. Confirmation of the general terms and conditions of use and service as well as the privacy policy.
5. If a paid license model is selected, the final purchase is confirmed by pressing the purchase button.
6. Start the download.

2.2

SlideKick Software offers two license models, one free and one paid, for different product versions. The exact software specifications and license models can be taken from the product description.

2.3

The information provided in the context of the registration and/or ordering process must be made truthfully (correctly and up-to-date).

3. Copyrights / Licensing

3.1

All contents of the website www.slidekick.de as well as the offered software and documentation are completely subject to the copyright of SlideKick Software. SlideKick Software reserves all rights that are not expressly granted. The user is obligated to use the software in accordance with the contract and the intended purpose in the form provided by SlideKick Software.

3.2

SlideKick Software grants the user a simple, non-exclusive, non-transferable, spatially unlimited, timely limited right of use of the software within the scope of the license model selected by the user.

The license entitles only to the processing of own (company) data with the software.

Insofar as copyright interests of third parties are affected, SlideKick Software grants the user a simple, non-transferable right of use limited to the terms of the contract.

3.3

If the user allows third parties to use the software outside of these provisions, he shall pay damages at least to the amount that would have been incurred if the third party had concluded a contract.

4. Compensation

4.1

Unless specified otherwise, the fees for the use of the software are calculated according to the applicable prices available under www.slidekick.de. They are due in advance. The use of the community version is free of charge.

4.2

Invoicing is generally done electronically. The value added tax is shown separately.

4.3

The payment options available to the user result from the ordering process.

4.4

For return debits or uncovered credit cards for which the user is responsible, a processing fee of 7.50 EUROS applies. The user reserves the right to prove that no or only a substantial amount of damage has been caused.

5. Defects and Warranty

5.1

The free versions are made available to the user without accepting any liability for defects.

5.2

In relation to the paid version, claims for defects are excluded. This does not apply in the case of injury to life, body or health, as well as intheimism and gross negligence. SlideKick Software is liable for this in accordance with the statutory provisions.

5.3

SlideKick Software does not guarantee that the products meet the user's requirements or expectations. In particular, SlideKick Software does not guarantee that the software works with third-party programs unless this is expressly provided in the product description.

5.4

SlideKick Software does not guarantee and does not owe any availability of the download link at any time. Unavailability due to the down time of the download link does not give rise to a claim for a reduction.

5.5

Exclusions 5.1 - 5.4 do not affect the statutory rights, which are not contractually changeable or deformable.

6. Liability

6.1

Liability with respect to free versions is excluded. For the rest, the following applies:

6.2

SlideKick Software is not liable for any defects that already exist at the time of conclusion of the contract.

6.3

SlideKick Software's liability for damages, regardless of the legal reason, is limited to intent or gross negligence in the event of its own fault as well as in the case of fault of the legal representatives and vicarious agents.

6.4

SlideKick Software shall be liable in the event of damage resulting from a breach of essential contractual obligations, for claims under the Product Liability Act, in the event of a warranty or in the event of injury to life, body or health in accordance with the statutory Provisions.

6.5

Liability for gross negligence is limited to damages that were typical and foreseeable at the time of conclusion of the contract. The same applies to liability for slight negligence in the event of a breach of essential contractual obligations, in this respect SlideKick Software's liability for a maximum amount of remuneration at the time of the injuring event limited.

6.6

SlideKick Software is not liable for force majeure or unforeseeable events. SlideKick Software shall not be liable for damages caused by faults in telephone lines, servers and other facilities that are not within the remit of SlideKick Software.

6.7

SlideKick Software is not liable for data loss and recovery.

6.8

Insofar as liability is excluded or limited, this also applies to the personal liability of the employees, representatives and vicarious agents of SlideKick Software.

7. Data protection

7.1

SlideKick Software only collects personal data if the user voluntarily informs SlideKick Software during the ordering process, when opening a user account or when registering. Insofar as the user has provided SlideKick Software with this personal data, SlideKick Software uses it only to answer enquiries, to process the data with SlideKick software, contracts with the user and for technical administration. Processing and passing on this data to third parties only takes place if this is necessary for the execution of the contractual relationship. The data is then transmitted, if necessary, to the respective credit institution or the processor of the payment transaction. The deletion of the stored personal data takes place if the user withdraws his consent to storage, if their knowledge is no longer necessary for the fulfilment of the purpose pursued by the storage or if their storage is legal grounds is inadmissible. The use of the data collected by us takes place exclusively within the framework and only for the fulfilment of contractual purposes, unless the user has expressly given his consent to any further use.

SlideKick Software may use the user's personal information to provide him with messages and information as well as updates regarding the software.

7.2

The possible collection, processing or storage of personal data takes place within the framework of the applicable data protection laws. For more details on data protection, please visit our Privacy Policy at www.slidekick.de/privacypolicy.

8. Final provisions

8.1

The law of the Federal Republic of Germany applies. In the case of consumers who do not conclude the contract for professional or commercial purposes, this choice of law shall apply only to the extent that the protection afforded by mandatory provisions of the law of the Country in which the consumer is habitually resident shall apply only to the extent that the consumer is habitually resident, is withdrawn.

8.2

If the user is an entrepreneur and has no general place of jurisdiction in Germany or if the domicile or habitual residence is not known at the time the action is brought, the exclusive place of jurisdiction for all disputes arising from this contract is Aachen.

8.3

Contract language is German. This document is an English translation of the original German document "Allgemeine Nutzungs- und Servicebedingungen" that is the main document to consider in case of any dispute.

8.4

Should any provision in this agreement be or become invalid, this shall not affect the validity of all other provisions or agreements.

(As of August 2019)