SlideHub ApS

Flæsketorvet 68, 1 1711 Copenhagen K, DENMARK VAT: DK37549223 slidehub.com

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SlideHub Design Service Terms and Conditions

SlideHub ApS Flæsketorvet 68, 1 Copenhagen V 1711 Denmark VAT: DK37549223 ("SlideHub")

and

the physical or legal individual who orders or uses SlideHub's Design Service ("Customer")



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1. Introduction

- 1.1. SlideHub operates three product offerings:
 - 1.1.1. PowerPoint Asset Platform ("**Asset Platform**"). The terms and conditions of the Asset Platform are governed by the PowerPoint Asset Platform Terms available at https://slidehub.com/terms.
 - 1.1.2. A PowerPoint Design Service ("**Design Service**") that supports customers with fast-turnaround PowerPoint design on-demand by providing well-defined and standardized design treatments e.g. brush-up based on existing design guidelines. These terms and conditions ("**Terms**") govern the Design Service provided by SlideHub to the Customer.
 - 1.1.3. An Expert Solutions offering, also referred to as Implementation Plus, Paid Support, or Paid Consulting ("Expert Solutions). Expert Solutions helps customers with a wide range of professional services related to the Asset Platform, Power-Point in general, or in some cases indirectly related to the Design Service. The terms and conditions of the Export Solutions are governed by Export Solutions Terms available at https://slidehub.com/terms
- 1.2. Each individual who is granted access to the Asset Platform, Design Service, or Paid Support via their personal login credentials further accepts the SlideHub End-User License Agreement ("EULA") as available on https://slidehub.com/eula
- 1.3. The SlideHub Data Processing Agreement ("**DPA**") governs how SlideHub processes personal data as per the General Data Protection Regulation (GDPR) and is available at https://slidehub.com/gdpr

2. Access to Design Service

- 2.1. Unless otherwise agreed, to access the Design Service, the Customer must have been approved by a member of SlideHub's sales or customer success team, and have conducted a Quality Alignment Task, and have purchased a minimum of 10 Credit Hours (see section 10).
- 2.2. Once approved, the Customer can enable Design Service for all or selected users within the Customer's account on the SlideHub Asset Platform.
- 2.3. SlideHub is entitled at its full discretion to limit access to the Design Service until any number of overdue invoices have been paid by the Customer. Similarly, SlideHub can decide to postpone initial access to the Design Service until SlideHub has received payment for the Start-up Fee (see clause 9.2).

3. Scope of Design Service

- 3.1. SlideHub provides services related to visual improvements of the Customer Slides ("Design Service") or the development of new slides in accordance with specific instructions from the Customer.
- 3.2. Slides developed as part of the Design Service are treated as Customer Slides (see Asset Platform Terms) and, when relevant, will be available via the Asset Platform's task overview.



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In order to cover scoping, project management, quality assurance, etc., the minimum time spent on a single Design Service task is 1.4 hours (1 hour and 24 minutes) – equal to 1.4 Credit Hours.

4. **Design Service Limitations**

- 4.1. Design Services provided by SlideHub do not include any automatic or intuitive changes to the text or data presented on the slides.
- 4.2. The Design Service is not a consulting service and is not intended to run and execute more complex data or content-related projects, manage stakeholders, ensure alignment, etc.
- 4.3. The Design Service does not cover the creation of visual identities, brand stories, or populating assets to the Asset Platform.
- 4.4. The tasks executed by the Design Service should by default fall within the well-defined design treatments: Brush-up, Visual Enhancement, and Recreation. For nonstandard tasks, the members of the SlideHub Design Service reserve the right to decline the task if it does not fall within the capabilities of the Design Service team.

5. **Orders and Order Confirmations**

- 5.1. The Customer orders the Design Service from SlideHub through the Asset Platform or e-mail (request@slidehub.com or success@slidehub.com or similar email operated by SlideHub that includes the word "request", e.g. requests@slidehub.com) (an "Order" or "Request" or "Task"). The Order is an offer to purchase the Design Service from SlideHub via the pre-paid Credit Hours.
- SlideHub accepts the Order by sending an order confirmation (hereafter "Order Confirmation") which includes the scope and deadline of the specific Order. If requested by the Customer, each Order Confirmation specifies SlideHub's estimated price.
- 5.3. The validity of all quoted prices shall be based on the material received before the Order Confirmation.

6. **Cancellations and Adjustments**

- The Customer is entitled to cancel confirmed Orders via the Asset Platform. If an Or-6.1. der is cancelled by the Customer before delivery, SlideHub is entitled to charge a fee reflecting all work conducted up until the time of cancellation. The fee cannot exceed the price stated in the Order Confirmation or if no price is stated in the Order Confirmation the price can be derived from the number of hours presented in the Asset Platform.
- 6.2. The Customer is entitled to request changes to an Order only in writing to SlideHub at request@slidehub.com or via a videoconference call conducted with a member of the SlideHub Design Service team. In case SlideHub accepts such changes, SlideHub reserves the right to adjust the price and delivery time accordingly.



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6.3. SlideHub is entitled to charge the Customer for any adjustments requested by the Customer and completed by SlideHub after delivery of the project if such adjust-

ments differ from what was ordered from the Customer originally.

7. Quality Assurance and Complaints

- 7.1. SlideHub performs the Order with care and accuracy and in accordance with the delivery date and time stipulated in the Order Confirmation.
- 7.2. In the event the Customer believes the delivered service(s) are not in conformity with these Terms, the Customer must submit a written complaint to SlideHub within five business days from receipt of the service. The Customer cannot raise issues related to the services after this period.
- 7.3. If a complaint is valid, SlideHub shall, at the Customer's discretion, either remedy such non-conformity free of charge or credit the Customer.
- 7.4. SlideHub is not liable for any errors or omissions resulting from incorrect treatment, transportation, filing storage, or other neglect outside of SlideHub's reasonable control.

8. Format and Delivery

- 8.1. Delivery shall be made electronically via e-mail designated by the Customer and/or via the Asset Platform. The format shall be the format specified in the Order Confirmation or as later amended in writing by mutual agreement between the parties.
- 8.2. Unless otherwise agreed in writing, services received will be returned in PowerPoint format (.pptx).

9. Design Service Hourly Rate and Startup Fee

- 9.1. The Customer pays an hourly rate of 35 USD per hour for the Design Service. The Design Service is pre-paid in the form of "Credit Hours" (see section 10), in which one Credit Hour equals one hour of work. The hourly rate is a mixed rate that covers the time conducted by both SlideHub's project managers and design work conducted via SlideHub's design platform.
- 9.2. Unless otherwise agreed, the start-up fee (the "**Start-up Fee**") is 1000 USD and covers the Quality Alignment Task and customization and onboarding efforts conducted by SlideHub in order to ensure a consistent experience for the Customer.
- 9.3. All prices are exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.
- 9.4. SlideHub reserves the right to adjust prices due to external price increases, changes in compensation levels, exchange rate changes, changes to statutory regulations, and internal conditions within SlideHub.

10. Credit Hours



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- 10.1. Customers can purchase Credit Hours at their discretion. The Customer must purchase a minimum of 10 Credit Hours in any given purchase.
- 10.2. The number of Credit Hours available to the Customer is automatically deducted whenever the Customer initiates a Request for SlideHub's Design Service. The deduction takes place when a Request has been scoped by SlideHub's project managers.
- 10.3. If the Customer submits a Request for the Design Service that exceeds the number of available Credit Hours, SlideHub has the right to reject the Request or suggest a solution covered by the remaining number of Credit Hours.
- 10.4. Unless otherwise agreed, the Customer by default accepts the use of the SlideHub Credit Hour top-up feature, in which the Customer automatically purchases additional Credit Hours when the number of available Credit Hours is below a predetermined threshold or if additional Credit Hours are needed to conduct a new Request.
- 10.5. Purchase of credit hours are non-refundable.
- 10.6. Unused Credit Hours expire after 365 days. However, expired Credit Hours are reactivated and become valid for another 365 days upon purchase of a minimum of 10 new Credit Hours.

11. Design Service Invoice

- 11.1. The Customer is invoiced separately for the Design Service.
- 11.2. The Customer is invoiced the Start-up Fee upon agreeing to these Terms.
- 11.3. The Customer is subsequently invoiced upon purchase of Credit Hours.
- 11.4. In calendar months in which the Customer has used Credit Hours, SlideHub issues a summary invoice with a total invoice amount of 0 USD. The invoice summarizes the use of Credit Hours during the calendar month and includes an update on the number of remaining Credit Hours.

12. Payment

- 12.1. As long as the invoice amount does not exceed 1000 USD, the Customer can decide to pay via bank transfer or via Credit Card. If the amount exceeds 1000 USD the payment must be conducted via bank transfer.
- 12.2. SlideHub does not store payment card details, but only a credit card token that allows for charging the card via Stripe, the card brand, the last 4 digits, and the expiration month. SlideHub relies on the external payment card processing provider, Stripe Inc (www.stripe.com) for managing the storing and processing of the transaction.
- 12.3. If the Customer provides a valid Credit Card via the Asset Platform, the Customer's credit card is automatically charged within the first 1-3 business days of the invoice being issued.
- 12.4. In the event of a payment delay of more than 15 days, SlideHub charges interest at a rate of two percent (2%) per month.



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12.5. SlideHub is entitled to condition delivery on advance cash payment or security in the event SlideHub has reason to believe that the Customer is or will be unable to meet its payment obligations.

13. Design Service Communication

13.1. SlideHub may send direct emails, text messages, or conduct phone calls to the Customer in relation to the Design Service.

14. Confidentiality

- 14.1. Upon accepting these terms, the Customer accepts that SlideHub is entitled to share necessary input files e.g. presentation drafts, templates, and client instructions with external suppliers, provided that they undertake a similar confidentiality obligation.
- 14.2. External suppliers include suppliers contracted to produce the Customer's requests, as part of SlideHub's project management platform ("External Designers"). External Designers are allowed to receive project-specific information without further approval from the Customer if they undertake a similar confidentiality obligation. Please see the DPA for further details.
- 14.3. In order to ensure consistency across Design Service tasks, the Customer can upload and provide access to templates, standard notes, checklists, and inspiration files referred to as guidelines ("**Guideline Files**"). Guideline Files are available for SlideHub's staff and External Designers at any time.
- 14.4. The Customer can, via the Asset Platform, determine the interval by which task/project-specific files (except for Guideline Files) are automatically deleted from the SlideHub system. The default interval for automatic file deletion is 2 years.

15. Intellectual property

- 15.1. Nothing in these Terms transfers ownership of any intellectual property rights over any of the input files provided by the Customer to SlideHub. Furthermore, the Customer maintains the copyright over any material produced by SlideHub as part of any paid Design Service conducted on behalf of the Customer.
- 15.2. However, the Customer grants SlideHub a limited, irrevocable, worldwide, non-exclusive, sub-licensable, non-assignable, royalty-free right to use (including to reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works based thereon) any slide designed by SlideHub on behalf of the Customer via the Design Service in order to create new SlideHub Slides (see Asset Platform Terms) for use in the SlideHub business operation, provided always that such use results in no reference to the Customer, individuals or other sensitive information, including but not limited to logos, name, fonts, meta-data, or colors that in any way identifies the Customer.

16. Termination



- 16.1. In case of material breach by either party, the other party is entitled to terminate the Terms with immediate effect.
- 16.2. Either party is entitled to terminate the Terms at any time. Termination by the Customer does not entitle the Customer to any form of repayment of Credit Hours or Start-up Fee.

17. Liability

- 17.1. SlideHub is not liable for operating loss, loss of time, loss of profit, or other indirect losses suffered by the Customer or a third party. In any event, SlideHub's aggregate liability under these Terms is limited to fees received in the calendar year the liability incurred.
- 17.2. The Asset Platform is maintained and developed based on SlideHub's roadmap and provided "as is". SlideHub expressly disclaims any warranty for the Asset Platform. The Asset Platform is provided without any explicit or implied warranty of any kind. SlideHub does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Asset Platform. SlideHub makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, or other such computer program. SlideHub expressly disclaims any warranty or representation to any third party.
- 17.3. The Customer warrants in relation to SlideHub that any digital assets, material etc. supplied by the Customer in connection with any of the services by SlideHub, including files uploaded to the Asset Platform or files or content sent by email to SlideHub, do not infringe any third-party intellectual property rights. The Customer indemnifies SlideHub for any claims for infringement of third-party intellectual property rights made against SlideHub.

18. Force majeure

18.1. SlideHub is not liable for non-performance or downtime of the Asset Platform due to Force Majeure. For the purpose of these Terms, "Force Majeure" are circumstances beyond SlideHub's reasonable control, including, but not limited to, war, riots, civil unrest, government intervention, fire, lockout, export and/or import bans; failed, noncompliant or delayed by suppliers; shortage of labour or power, and infrastructure problems, such as loss of telecommunications. The circumstances mentioned above apply to situations attributable to SlideHub's suppliers in Denmark and abroad.

19. Governing law and venue

19.1. Any dispute arising out of this contract shall be settled by the City Court of Copenhagen (Københavns Byret) in accordance with Danish law, irrespective of any conflictof-laws rules which might refer the dispute to the laws of another jurisdiction.

