# SlideHub ApS

Flæsketorvet 68, 1 1711 Copenhagen K, DENMARK VAT: DK37549223

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# **Addon Services 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 Addon Services ("Customer")



### 1. Introduction

- 1.1. SlideHub operates a PowerPoint Asset Platform ("**Asset Platform**"). The terms and conditions of the Asset Platform are governed by the PowerPoint Asset Platform Terms available at <a href="https://slidehub.io/terms">https://slidehub.io/terms</a>
- 1.2. As an optional addon SlideHub provides addon PowerPoint services ("Addon Services"). The Addon Services consists of On-demand PowerPoint Design ("On-demand Design Service") (see section 3) and Asset Platform Implementation Services ("Implementation Service") (see section 4).
- 1.3. Paid access to Asset Platform is a requirement for accessing Addon Services.
- 1.4. These terms and conditions ("**Terms**") govern the Addon Services provided by SlideHub to Customer.
- 1.5. Each individual who is granted access to the Asset Platform via their personal login credentials further accept the SlideHub End-User License Agreement ("**EULA**") as available on <a href="https://slidehub.io/eula">https://slidehub.io/eula</a>
- 1.6. The SlideHub Data Processing Agreement ("**DPA**") governs how SlideHub processes personal data as per the General Data Protection Regulation (GDPR) and is available on <a href="https://slidehub.io/qdpr">https://slidehub.io/qdpr</a>

### 2. Access to Addon Services

- 2.1. In order to ensure a good experience for both Customer and SlideHub, access to Addon Services requires manual approval by a member of SlideHub. Thus, until approved Customer cannot access any of the services described in section 3 and section 4 of these Terms.
- 2.2. Unless otherwise agreed, to access Addon Services, 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).
- 2.3. Once approved, Customer can enable Design Service for all or selected users within Customer's account on the SlideHub Asset Platform.
- 2.4. SlideHub is entitled at its full discretion to limit access to Addon Services until any number of overdue invoices have been paid by Customer. Similarly, SlideHub can decide to postpone initial access to Addon Services until SlideHub has received payment for the Start-up Fee (see clause 9.3)

### 3. On-demand PowerPoint Service

- 3.1. SlideHub provides services related to visual improvements of Customer Slides ("Design Service") or development of new slides in accordance with specific instructions from Customer. Customer can enable Design Service for all or selected users within Customer's organization.
- 3.2. Services provided by SlideHub do not include any adjustment of the text or data presented on the slides.
- 3.3. Slides developed as part of the Design Service are treated as Customer Slides (see PowerPoint Asset Terms) and placed in the Customer Asset Library (see PowerPoint Asset Terms) and/or emailed to Customer.
- 3.4. In order to cover scoping, project management etc., the minimum time spent on a single PowerPoint Service task is 1.4 hours (1 hour and 24 minutes) equal to 1.4 Credit Hours.



# 4. Implementation Service

- 4.1. SlideHub provides services related to implementation and maintenance of the Customer Slides hosted on the Asset Platform referred to as Implementation Services
- 4.2. The specific scope of Implementation Services is to be agreed with Customer on a task by task basis.
- 4.3. Unless otherwise agreed, the Terms outline in this document govern all Implementation Service provided by SlideHub.

### 5. Orders and order Confirmations

- 5.1. Customer orders Addon Services from SlideHub through the Asset Platform or e-mail (request@slidehub.io or success@slidehub.io or similar email operated by SlideHub that includes the word "request", e.g. <a href="requests@slidehub.io">requests@slidehub.io</a>) (an "Order" or "Request"). The Order is an offer to purchase an Addon Services from SlideHub via the pre-paid Credit Hours. SlideHub accepts the Order by sending an order confirmation (hereafter "Order Confirmation"). If requested by the Customer, each Order Confirmation specifies SlideHub's estimated price and/or the estimated time of delivery.
- 5.2. The validity of all quoted prices shall be based on the material received prior to the Order Confirmation.

### 6. Cancellations and adjustments

- 6.1. Customer is entitled to cancel confirmed Orders via the Asset Platform. If an Order is cancelled by 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 that can be derived from the number of hours presented in the Asset Platform.
- 6.2. Customer is entitled to request changes to an Order only in writing to SlideHub at request@slidehub.io. In case SlideHub accepts such changes, SlideHub reserves the right to adjust the price and delivery time accordingly.
- 6.3. SlideHub is entitled to charge Customer for any adjustments requested by Customer and completed by SlideHub after delivery of the project if such adjustments differ from what was ordered from Customer originally.

# 7. Quality assurance and complaints

- 7.1. SlideHub performs with care and accuracy, and in accordance with the delivery date and time stipulated in the Order Confirmation respectively the Order.
- 7.2. In the event Customer believes the delivered service(s) are not in conformity with these Terms, Customer must submit a written complaint to SlideHub within five business days from receipt of the service. Customer cannot raise issues related to the services after this period.
- 7.3. If a complaint is valid, SlideHub shall, at 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 the incorrect treatment, transportation, filing or 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 Customer 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 in PowerPoint format will be returned in PowerPoint (.pptx).

#### 9. Addon Service Prices

- 9.1. Customer must pay the monthly or annual prices for the PowerPoint Asset Platform in order to access Addon Services (see PowerPoint Asset Platform Terms). The prices outline here only covers the Addon Services and are paid in addition the Asset Platform price.
- 9.2. Customer pays an hourly rate of 35 USD per hour for On-demand Services. On-demand Services are 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.
- 9.3. 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 inorder to ensure a consistent experience for Customer.
- 9.4. All prices are exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.
- 9.5. 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

- 10.1. Customer 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 Customer is automatically deducted whenever Customer initiates a Request for SlideHub's Hourly Services. The deduction takes place when a Request has been scoped by SlideHub's project managers.
- 10.3. If Customer submits a Request to spend Hourly Services which 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. Customer can subscribe to SlideHub's automatic Credit Hours top-up feature, in which Customer automatically purchases additional Credit Hours when the number of available Credit Hours is below a predetermined threshold (previously agreed between by both parties or selected by Customer via the Client Platform).
- 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 new credit hours (see minimum purchase volume in 10.1).

### 11. Addon Service Invoice

- 11.1. Customer is invoiced separately for Addon Services.
- 11.2. Customer is invoiced the Start-up upon agreeing to these Terms.
- 11.3. Customer is subsequently invoiced upon purchase of Credit Hours.



11.4. In calendar months in which Customer has used Credit Hours, SlideHub issues an 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. Addon Service Communication

12.1. SlideHub may send direct email, text messages, or conduct phone calls within the Customer's business hours in relation to Addon Services.

# 13. Confidentiality

- 13.1. Upon accepting these terms, 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.
- 13.2. External suppliers include suppliers contracted to produce Customer's requests, as part of SlideHub project management platform ("External Designers"). External Designers are allowed to receive project specific information without further approval from Customer if they undertake a similar confidentiality obligation. Please see the DPA for further details.
- 13.3. In order to ensure consistency across tasks, via the Asset Platform Customer can upload and provide access to a number of templates, standard notes, checklists and inspiration files referred to as Guideline Files. Guideline Files are available for SlideHub's staff and External Designers at any time.
- 13.4. Via the Asset Platform Customer can determine the interval by which task/project specific files (none Guideline Files) are automatically deleted from the SlideHub system. The default interval for automatic file deletion is 2 years.

## 14. Intellectual property

- 14.1. Nothing in these Terms transfers ownership of any intellectual property rights over any of the input files provided by Customer to SlideHub. Furthermore, Customer maintains the copyright over any material produced by SlideHub as part of any paid Addon Services conducted on behalf of Customer.
- 14.2. However, 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 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 Customer, individuals or other sensitive information, including but not limited to logos, name, fonts, meta-data, or colors that in any way identifies Customer.

## 15. Termination

15.1. In case of material breach by either party, the other party is entitled to terminate the Terms with immediate effect.



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15.2. Either party is entitled to terminate the Terms at any time to the end of a calendar month. Termination by Customer does not entitle the Customer to any form of repayment of Credit Hours or Start-up Fee.

### 16. Other terms

16.1. Please see PowerPoint Asset Platform Terms for sections covering Payment, Liabilities, Force Majeure, and Governing law and venue.

