

TO BE TRANSLATED INTO STUDENT'S HOME LANGUAGE

PREZI INFORMED CONSENT AND RELEASE

I, the undersigned parent/legal guardian, hereby understand that CPS is utilizing the services of Prezi (www.prezi.com), an online service that allows student users to create living presentations without slides for posting on the internet and sharing with friends, colleagues and members of the general public. I also understand that as part of this activity my child may be posting his/her name, email address, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public and such content may be redistributed through the Internet and/or other media channels. I further understand that all content that my child creates and posts on Prezi, including all information in any of my child's presentations will be available to anyone on the Internet, will appear in a searchable database maintained by Prezi and will be available to others to access and view online. I understand that to the extent that either I or my child are provided with a password for the use of this site, that my child and I can help protect against unauthorized access to my child's account and personal information by appropriately protecting and limiting access to this password and appropriately logging off of the account when finished. I hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Prezi, and any of my child's Works that are posted on or through this website shall be managed and controlled by Prezi in accordance with its privacy policy, copyright policy and terms of use. I further acknowledge that I and my child have read Prezi privacy policy, copyright policy and terms of service, true copies of which are attached to this informed consent and release.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works for posting on Prezi. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with Prezi, including without limitation, the posting of these Works on or through Prezi. I further understand that neither the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall compensate either me or my child in connection with the posting of the Works on or through Prezi.

By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Works being posted on or through Prezi, and/or for my child participating and using Prezi. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: _____ Grade: _____

Child's Signature: _____ Homeroom Teacher: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

Stuff You Should Know When Using Prezi

Last Updated Date: October 27, 2016

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Your use of the Prezi Service, and the licenses granted herein, are expressly conditioned upon your acceptance of these Terms of Use and the following additional terms and conditions and policies, which are hereby incorporated by reference (collectively, the "Agreement"):

- [Privacy Policy](#) ›
- [Cookie Policy](#) ›
- [Copyright Policy](#) ›
- [Trademark and Brand Usage Policy](#) ›
- [Cancellation Policy](#) ›
- [Prezi Desktop software EULA](#) ›

If you register on behalf of a business, you represent to Prezi that you have the authority to bind that business and that your acceptance of this Agreement will be treated as acceptance by that business.

Changes and Modifications. Prezi may change or amend these terms. If we make material changes, we will notify you, either through the user interface, in an email notification, or through other reasonable means. Your use of the Service after the date such change(s) become effective will constitute consent to the changed terms. If you do not agree to the changes, you must immediately stop using the Service. Otherwise the new terms will apply to you.

As long as you comply with this Agreement, Prezi grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access and use the Service as it is intended to be used and in accordance with this Agreement and applicable law. We grant you no other rights, implied or otherwise.

Links To Other Sites. The Service may contain links to or allow you to interact with and make use of other independent third-party websites, products or services ("Third-Party Sites, Products and Services"). Access to Third-Party Sites, Products and Services is provided solely as a convenience to our visitors. Such Third-Party Sites, Products and Services are not under Prezi's control and Prezi does not necessarily endorse the content, advertising, products, services or other materials on or available from such Third-Party Sites, Products and Services. Your use of any Third-Party Sites, Products and Services may be subject to the third-party provider's terms and conditions and privacy policy and may involve the disclosure or transfer of information from or about you to the third-party provider. You will need to make your own independent judgment regarding your use of and interaction with any Third-Party Sites, Products and Services. You acknowledge and agree that Prezi is not responsible for the availability of any Third-Party Sites, Products and Services and that Prezi shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with you use of or interaction with any Third-Party Sites, Products and Services.

2. Description of Service[back to top](#)

General Description. The Prezi Service is a living presentation tool for visualization and storytelling without slides. The Service combines creative thinking and technological expertise to allow you to seamlessly create your own high-quality presentations, post them to the internet, and share them with friends and colleagues.

3. Conditions of use and user conduct[back to top](#)

As a condition of use, and the licenses granted to you herein, you agree to the following:

- Certain components of the Service permit or require you to open an account (including setting up a password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Prezi immediately of any unauthorized use of your account or password, or any other breach of security. If your account is a single user account, you must not knowingly allow others to use your account or password.
- You must not use the Service to harass, threaten, impersonate, or intimidate anyone.

- You must not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- You must not upload, post, email, transmit, publicly perform, or otherwise make available any content that violates the copyright, trademark, publicity, privacy, or other rights of third parties. You must comply with all intellectual property and other laws applicable to your use of the Service.
- You must not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You must not transmit any worms or viruses or any code of a destructive nature.
- You must not violate any laws applicable to your use of the Service (including but not limited to intellectual property laws).
- You must not use the Service for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.
- You must not use the Service, or any presentation produced on or using the Service, to falsely suggest an affiliation, sponsorship, or endorsement on the part of Prezi for the topic and/or creator of the presentation.
- You must not share use of your account with any other person.

Some Prezi accounts are offered with a free trial period. Such free trials are limited to one-per-user. Users must not fraudulently obtain (or attempt to obtain) additional trial periods beyond the single free trial term.

4. Age Restrictions on Use of the Service[back to top](#)

Users must be at least 13 years old. Users must be 13 years of age or older to use the Service. By using the Service you represent that you are 13 or older, and that you will not permit a minor under the age of 13 to use the Service, your Prezi account, or otherwise interact with the Service. Prezi will never knowingly solicit or accept personally identifiable information or other content from a user or visitor who Prezi knows is under 13 years of age. If Prezi discovers that a user under 13 years of age has created an account, or that a user or visitor under 13 years of age has posted personally identifiable information or other content to the Service, Prezi will terminate the account and remove the information or other content.

Users between 13 and 18 need permission from a parent or guardian. Users between 13 and 18 years of age may utilize a Prezi account established by their parent or legal guardian, with such parent or guardian's approval. If you permit your child or legal ward between 13 and 18 years of age ("Child") to use the Service, you hereby agree to these Terms of Use on behalf of both yourself and your Child. You further agree that you are solely responsible for any and all use of the Service by your Child regardless of whether such use was authorized by you.

5. Account Types[back to top](#)

Prezi offers a variety of user accounts. You can find out about all the types of accounts, as well as their features and pricing, [here](#).

6. User Content & Options[back to top](#)

6.1 General

Prezi offers a number of ways to share, or not share, your presentation with others.

Prezi Public (free) Accounts. If you have a Prezi Public (free) account, all of the content you create, including all of the information within your presentations, and your user name will be available to anyone who has access to the internet (“Public User Content”). Public presentations can be viewed by other Prezi users, will appear in the searchable Prezi database, and will be available for others to access and view online. Accordingly, you hereby do and shall grant to each User and to the public a worldwide, non-exclusive, revocable license to access, view and publicly perform your Public User Content. This license ends when you delete the presentation or your account is closed (either by you or by us), except to the extent that the content has been shared with others and they have not deleted it.

Paid Prezi Accounts. If you are making use of the Service to display or edit Private User Content for profit, you are required to have a paid Prezi account. If you have an educational or paid Prezi account, your user name may be shared by Prezi with others who we think might be interested in you, but you can choose to make your content Public User Content, or Private User Content. Presentations designated as Private User Content, will not be available to the public. Rather, they will be available to you, and to those Prezi users with whom you have chosen to share the content. You may invite one or more people (a “Viewer”) to view your presentation by sending them a “share” link. You can [learn more about sharing here](#). You hereby do and shall grant to each Invited Viewer a worldwide, non-exclusive, revocable license to access, view and publicly perform your Private User Content. This license ends when you delete the presentation or your account is closed (either by you or by us), except to the extent that the content has been shared with others and they have not deleted it.

Sharing with edit rights. Regardless of whether your presentation has been designated Public User Content or Private User Content, you may choose to share a presentation in a manner that allows the person you’ve shared the presentation with (a “Co-editor”) to edit that presentation. You can [learn more about sharing with edit rights here](#). You hereby do and shall grant to each Co-editor a worldwide, non-exclusive, revocable license to use, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the content of which they are Co-editors. This license ends when you delete the content or your account is closed (either by you or by us), except to the extent that the content has been shared with the Co-editors and they have not deleted it.

Allowing Re-use. If you designate your content as Public User Content, you may choose to “allow re-use” of that content. When you allow re-use of your Public User Content, you hereby do and shall grant to each user of the Service a worldwide, non-exclusive, revocable license to use, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit your content. This license ends when you delete the presentation or your account is closed (either by you or by us), except to the extent that the

content has been shared with others and they have not deleted it. The “allow reuse” option is enabled by default for Prezi Public users when creating new Prezi presentations but can be disabled at any time.

Prezi for Teams Accounts. If your account is part of a Prezi for Teams account, your account is subject to the terms and conditions of the agreement between Prezi and the owner of the Prezi for Teams account, i.e. the entity (the “Team Administrator”) that is financially responsible for any fees associated with the Prezi for Teams accounts belonging to that entity and which assigned your Prezi for Teams account to you. Those terms may be in addition to or different from the terms and conditions in this Agreement. Please note that the Team Administrator controls your Prezi for Teams account and may, among other things:

- manage your account, including changing the privacy settings;
- suspend or cancel your account;
- grant, restrict or block access to your account;
- view your account’s usage, including how and when your account is used;
- view your account’s profile data;
- read, copy, modify, export, share, store or delete Content (both Public User Content and Private User Content) in your account;
- make Public User Content private;
- make Private User Content public.

Please ask your Team Administrator about the specific conditions applicable to your Prezi for Teams account. You hereby do and shall grant to the Team Administrator a worldwide, non-exclusive, revocable license to use, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the Public User Content or Private User Content of your Prezi for Teams account. This license ends when you delete the presentation or your Prezi for Teams account is closed (either by you, the Team Administrator or by us), except to the extent that the content has been shared with others and they have not deleted it.

Business Accounts. If you sign up for a Prezi Public Account or a Paid Prezi Account with an e-mail address using a domain owned by an organization (“Organization”) then, depending on your country of habitual residence and the agreement entered into between us and the Organization, your account (a “Business Account”) is subject to the terms and conditions of the agreement between Prezi and the Organization. Those terms may be in addition to or different from the terms and conditions in this Agreement. Please note that the Organization controls your Business Account and may have the same rights with regard to your Business Account that a Team Administrator has with regard to a Prezi for Teams account.

If you convert your account to a Business Account, the Organization may prevent you from subsequently converting your account to another account type. Please ask your Organization about the specific conditions applicable to your Business Account. You hereby do and shall grant to the Organization a worldwide, non-exclusive, revocable license to use, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the Public User Content or Private User Content of your account. This license ends when you delete the presentation or your account is closed (either by you or

by us), except to the extent that the content has been shared with others and they have not deleted it.

The Organization may request Prezi to block your account until you either convert your account to a Business Account or you associate a personal e-mail address with your account.

6.2 Licenses you grant to Prezi for use of Public User Content and Private User Content

In order to provide the Service to you in accordance with these terms, we need certain licenses from you in order for us to, e.g., host, store and display the content. For example, we need the right to publicly display/perform the work to allow us to display it on the computer monitor of any party who is not the copyright holder. We need the right to reproduce the content so that it can be saved to our servers. We need to create derivative works and modify the content, for example, when transcoding an uploaded image into a format that will work most efficiently with the Service.

With respect to Private User Content, you hereby do and shall grant to Prezi (and its successors, assigns, and third party service providers) a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the content SOLELY FOR THE PURPOSE of providing you, and those with whom you have shared your presentations, with the Service. This license ends when you delete your Private User Content or your account is closed (either by you or by us), except (i) to the extent that your Private User Content has been shared with others and they have not deleted it, (ii) that if you are a habitual resident of a Member State of the European Economic Area, we retain a license to maintain a back-up copy of your Private User Content for three years and (iii) that if you are not a habitual resident of a Member State of the European Economic Area, we retain a license to maintain a back-up copy of your Private User Content indefinitely.

With respect to Public User Content, you hereby do and shall grant to Prezi (and its successors, assigns, and third party service providers) a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the content (1) for the purpose of providing you, and those with whom you have shared your presentations (including the public), with the Service; and (2) in connection with promotion and marketing of Prezi products and services, including without limitation allowing third parties to search or index the content, in connection with email promotions, product demonstrations, and the like. This license ends when you delete your Public User Content or your account is closed (either by you or by us), except (i) to the extent that your Public User Content has been shared with others and they have not deleted it and (ii) that we retain a license to maintain a back-up copy of your Public User Content indefinitely.

Regardless of whether you designate content public or private, Prezi makes no claim of ownership to your User Content, and obtains no rights to your content other than as provided for herein.

6.3 Expiration and revocability of licenses

Prezi makes it easy for users with qualified accounts to change a presentation's public/private, and "allow reuse" status at any time.

However, uses made of your presentation or the underlying User Content, whether by Prezi or its users, are subject to the licenses that were in place at the time such use was originally made by the person or entity who originally made the use. For example, licensed uses of Public User Content, or content that allows reuse, may continue to be made after such content is designated Private User Content, by those users who previously used the content under the prior license.

6.4 Third-Party Content

Prezi gives you the option, when creating or editing a presentation, to search for and insert third party content, such as images, into your presentation. Such third party content is subject to certain license terms. For example, if you use an image that is licensed pursuant to a Creative Commons license that prohibits commercial use, you may not use the image for commercial purposes. Some license terms may limit the manner in which you are permitted to share content with others, or to allow re-use of a presentation. You agree to review and comply with the license terms applicable to any third party content in a presentation.

6.5 Professional Services

If your Prezi account includes design services, training services or other professional services, (collectively, "Professional Services"), this section applies to your account.

Prezi will perform the Professional Services in a competent and professional manner.

You will provide all assistance and cooperation to Prezi reasonably necessary to permit Prezi to perform the Professional Services. You acknowledge that failure to provide such assistance and cooperation may impair Prezi's ability to provide the Professional Services and may result in additional charges being invoiced to you as a result of additional time or expenses incurred by Prezi as a result. You will be responsible for making, at your sole expense, any changes or additions to your hardware and software systems that may be required to support Prezi's performance of the Professional Services or the installation, implementation and/or use of any deliverables specified (each, a "Deliverable" and, collectively, the "Deliverables"). You will assign a project manager to (i) assist and coordinate with Prezi in connection with its performance of the Professional Services, (ii) serve as a principal point of contact with Prezi and (iii) perform the review, analysis and acceptance of the Deliverables.

Upon payment in full of the fees for your Prezi account which includes Professional Services, or upon payment in full of Prezi's fees for the Professional Services if such fees are separate from the charges for your Prezi account, you will have a worldwide, royalty-free, non-exclusive right and license to use the resulting Deliverables solely in connection with your Prezi account on a trial basis for sixty (60) days from the date your Prezi account is activated (the "Trial Period"). You may terminate the Trial Period prior to its scheduled end by issuing a written termination notice to Prezi. Upon Prezi's receipt of the termination notice, the Trial Period will terminate, your license to use the Deliverables will terminate, you may not make any further use of the Deliverables and you will be entitled to a credit for the portion of the fees which you paid which are applicable to the Professional Services which directly relate to the applicable Deliverables. If you do not issue Prezi a written termination notice before the scheduled end of the Trial Period,

you will have a worldwide, royalty-free, non-exclusive right and license to use the resulting Deliverables solely in connection with your Prezi account until your Prezi account expires or is terminated.

Prezi reserves all rights to the Deliverables that are not expressly granted in these Terms of Use. Nothing in these Terms of Use will be construed as granting you any property rights in or to the Deliverables or in or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the Deliverables. The Deliverables are licensed hereby, not sold.

7. Payment Terms[back to top](#)

7.1 Payment for Subscription

You agree to pay the then-current fee for the account type (e.g., Public, Enjoy, Pro, or the like) you have selected. If your account began with a free trial, the current fee for the account type you have selected will automatically and immediately be charged to your payment instrument or account on the date your free trial expires. If your account did not begin with a free trial, the current fee for the account type you have selected will automatically and immediately be charged to your payment instrument or account on the date you signed up and then every 30 or 365 days after (depending on the billing cycle which applies to your account). Fees charged for one account type may not be credited towards other account types. All currency references are in U.S. dollars.

7.2 Fraud Protections

To protect against potential fraud, Prezi may take steps to verify the validity of the credit card information you provide to us. The verification process may include debiting an amount between \$0.01 and \$0.99 from your credit card account and then immediately crediting the same amount back to your credit card, as well as asking you to verify the amount debited in order to confirm that you are in possession of your credit card. Prezi will only use this process to screen for fraud and will not otherwise debit your credit card account except as part of a transaction conducted through your account for the Service. By providing Prezi with your credit card information, you authorize Prezi to debit and credit your credit card account for an amount less than one dollar for such verification purposes.

7.3 Cancellation of Subscription

Payment for subscriptions is non-refundable. If you cancel your reoccurring payment option, your account will remain active until its next renewal date. If you delete your account before the end of the term for which you paid, your cancellation will take effect immediately. In either case (cancellation or deletion), you will not be given any refund.

7.4 Termination

If your payment method is invalid or rejected for any reason and a free Prezi Public version of your paid Prezi account is available, your paid Prezi account will revert to the free Prezi Public account version and will be subject to the limitations of a free Prezi Public account; provided, however, that Prezi reserves the right to cancel your account entirely in such case. You will

have the option of deleting any User Content from your account prior to its reversion to a Prezi Public account.

If your payment method is invalid or rejected for any reason and a free Prezi Public version of your paid Prezi account is not available, your paid Prezi account will be terminated. If your paid Prezi account began with a free trial and you do not purchase a subscription to the same or an upgraded version of those services before the end of the trial period, your paid Prezi account will automatically terminate at the end of the trial period. If your paid Prezi account is terminated for any reason or expires, any content you entered into the Service, and any customizations made to the Service by or for you, which are associated with your paid Prezi account will be deleted.

Prezi further reserves the right to cancel, or revert to Prezi Public account status, the account of any user who attempts to fraudulently obtain Prezi educational pricing.

8. Intellectual property infringement, warranties[back to top](#)

If you believe that Prezi, or any user of the Service, has violated a copyright, trademark or other right you claim in your work, please contact us pursuant to the U.S. Digital Millennium Copyright Act (“DMCA”) at copyright@prezi.com and review our [copyright policy](#) for more details on how to properly notify us of a DMCA issue.

When you upload User Content on or through the Service, you represent and warrant that, with respect to all User Content that you upload, transmit, publish and disseminate through the Service, (a) you have all the rights and licenses necessary to use, reproduce, publish, display publicly, perform publicly, distribute, or otherwise exploit such User Content in connection with the Service (and to grant to Prezi the licenses set forth in this Agreement); (b) the User Content will not infringe or otherwise violate the copyright, trademark, or other intellectual property rights of any third party; and (c) you have the consent, release, and/or permission of each identifiable person depicted in your User Content to upload, transmit, publish, and/or disseminate their name and/or likeness through the Service.

9. Prezi’s Intellectual Property[back to top](#)

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, and computer code (collectively, “Prezi Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Prezi Content, contained on the Service is owned, controlled, or licensed by or to Prezi, and is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights.

For more on how you can make use of our Prezi Content, including our trademarks and logos, please review our [Trademark and Brand Usage Policy](#).

Except as expressly provided in this Agreement or our Trademark and Brand Usage Policy, or otherwise permitted by law, no Prezi Content may be used, copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed, publicly performed by means of a digital audio transmission, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or any other medium for publication or distribution or for any commercial enterprise or purpose, without Prezi’s express prior written consent.

10. Termination; Breach of This Agreement[back to top](#)

You agree that Prezi may, at its sole discretion and without prior notice, terminate your account, your access to the Service, and/or block your future access to the Service. By way of example, but not by way of limitation, we may terminate your account if we determine that you have violated this Agreement or other agreements or guidelines that may be associated with your use of the Service. Please note that it is Prezi's policy to terminate the accounts of users who repeatedly violate the intellectual property rights of third parties. Prezi will grant you a pro rata refund of any subscription fees only in case Prezi terminates your account without cause. If Prezi takes any legal action against you as a result of your breach of this Agreement, Prezi will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and costs of such action, in addition to any other relief granted to Prezi.

11. Disclaimer of Warranties[back to top](#)

While Prezi attempts to make User Content available through the Service, Prezi does not guarantee access to, or hosting of, your User Content. For example, if User Content violates these Terms of Use, access to it may be disabled. Also, if a particular piece of content creates too large a demand on the Service, it may result in access to the content being temporarily or permanently disabled. You agree that Prezi will not be liable to you or to any third party for termination of your access to the Service for any reason.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PREZI AND ITS SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AND LICENSORS (THE "PREZI AFFILIATES") EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PREZI AND THE PREZI AFFILIATES MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) USER CONTENT WILL BE HOSTED AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (d) ANY PRODUCTS, SITES, INFORMATION, OR OTHER MATERIAL, WHETHER IN TANGIBLE OR INTANGIBLE FORM, PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (e) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE OR RELATED SOFTWARE WILL BE CORRECTED. ANY MATERIAL, INFORMATION, OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULT FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE, REPRESENTATION OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PREZI, THE PREZI AFFILIATES, OR THROUGH

THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

12. Limitation of Liability[back to top](#)

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PREZI AND THE PREZI AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFITS, GOODWILL, OR BUSINESS REPUTATION; ANY LOSS OF DATA; ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR ANY OTHER INTANGIBLE LOSSES. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU AS A RESULT OF (a) ANY CHANGES THAT PREZI MAY MAKE TO THE SERVICE; (b) ANY PERMANENT OR TEMPORARY CESSATION OF THE SERVICE; (c) THE DELETION OR CORRUPTION OF OR FAILURE TO STORE ANY CONTENT OR OTHER PROPERTY MAINTAINED THROUGH THE SERVICE; OR (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ABOVE SHALL APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF WE (OR OUR AFFILIATES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PREZI, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN). YOU SPECIFICALLY ACKNOWLEDGE THAT PREZI AND THE PREZI AFFILIATES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

13. Exclusions and Limitations[back to top](#)

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, PREZI AND/OR THE PREZI AFFILIATES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Please Review Presentations For Appropriate Content Before Use[back to top](#)

Prezi has not reviewed the presentations featured on the Service to determine whether they are suitable or appropriate for your intended audience. Before using any of the presentations featured on the Service, please PREVIEW THEM CAREFULLY to ensure that the materials are appropriate for your audience, and for any other uses you intend to make. Prezi is not

responsible for the content of any presentations on the Service. If you find any content on the Service that you believe is objectionable, or that violates Prezi's terms of use or conduct guidelines, please feel free to notify us at abuse@prezi.com.

15. Indemnification[back to top](#)

You agree to indemnify and hold Prezi and/or the Prezi Affiliates harmless from and against any and all liabilities and costs (including reasonable attorney's fees) incurred by Prezi and/or the Prezi Affiliates in connection with any claim arising out of your breach of the Agreement. Prezi reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

16. General Terms[back to top](#)

Entire Agreement. This Agreement is the whole legal agreement between you and Prezi. It governs your use of the Service and completely replaces any prior agreements between you and Prezi with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use or purchase other products or services from Prezi.

Governing Law. The laws of the state of California, excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Prezi Service.

Dispute Resolution. Any dispute arising out of or relating to these terms or the Prezi Service shall be submitted exclusively to confidential binding arbitration in San Francisco, California, except that to the extent you have in any manner violated or threatened to violate Prezi's intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of California. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of California. Arbitration under these Terms of Use shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise.

If the above arbitration clause is not permitted by the mandatory laws of your jurisdiction, you agree that any dispute relating to the Prezi Service will be brought in the federal or state courts having jurisdiction in San Francisco, California, except to the extent that a mandatory law requires the dispute to be resolved before ordinary courts in your jurisdiction. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is forever barred.

Severability of Terms; Non-waiver of Terms; Assignment. If any portion of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement enforced as written. If Prezi does not exercise or enforce any legal right or remedy including those contained in the Agreement or arising under applicable law, this will not be taken to be a formal waiver of our rights. Prezi may assign or delegate some or all of its rights and obligations under this Agreement.

17. How to contact us. [back to top](#)

You may contact us by visiting: <https://prezi.com/contact/>.

Prezi's mailing address is:

Prezi Inc

Karen Tango

633 Folsom Street, 5th Floor

San Francisco, CA 94107

Your Privacy is Important to Us

Last Updated Date: July 12, 2015

1. Agreement and Parties

Prezi Inc. ("Prezi," "us," or "we") respects the privacy and personal information of the members of the Prezi community. This privacy policy applies to information we receive when you use the Prezi website or Prezi software (collectively, the "Prezi Service" or "Service"). This privacy policy ("privacy policy" or "policy") is an agreement between Prezi and you, as the user of the Prezi Service ("you"). This agreement tells you when this policy is effective, how we may change this policy, what information we collect from you, how we might use that information, how you can review or change the personal information you provided to us, and the steps we take to ensure that your personal information is protected. We share your personal information only with your consent or as described in this policy.

Please read this Privacy Policy to learn more about how Prezi treats personally identifiable information. We follow principles that are supported by the U.S. Federal Trade Commission. If you have comments, suggestions, questions, or concerns about our Privacy Policy, please contact us at the email and/or mailing address provided at the end of this policy.

2. Agreement to Terms of Privacy Policy and Terms of Use

Any Prezi Service you wish to use is purely voluntary. You are not required to provide any personal information to us unless you choose to access features of the Service which require such information. If you do not agree with the terms of this policy or Prezi's [Terms of Use](#) related to the Prezi Service, then please do not provide us with personal information, exit this website immediately, and discontinue using the site or any component of the Service. Prezi's [Terms of Use](#), and your end user license agreement related to any software provided by Prezi that you download and install, are expressly incorporated into this policy by reference and made a part of this policy. By using the Prezi Service, you signify that you agree to the terms of this privacy policy as well as to our [Terms of Use](#).

3. Effective Date of And Changes To Privacy Policy

This privacy policy is effective as of January 24th 2010, and will remain in effect except with respect to any of its provisions that are changed in the future, in which case the changes will become effective thirty (30) days after they are posted to the website or we otherwise notify you of the changes. Use of information we collect is subject to the policy in effect at the time such information was collected. We reserve the right to change this privacy policy at any time and you should check this privacy policy periodically. Your continued use of the Service after we post any such modifications will constitute your acknowledgment of the modified policy and your agreement to abide and be bound by the modified policy. We will also revise the “last updated” date found at the beginning of this privacy policy when we post changes to it.

4. Policy Applicable To Online Activities Only

The privacy policy does not extend to anything that is inherent in the operation of the internet, and therefore beyond Prezi’s control, and is not to be applied in any manner contrary to applicable law or governmental regulation. This privacy policy only applies to information collected through the Prezi Service and otherwise as described in this policy.

5. Personal Information About You

5.1 Types of Information Collected

We may ask you for certain information, referred to as “personal information,” which includes information that pertains to your identity. Such information may include, but is not limited to, items such as your name, email address, and credit card billing information.

5.2 Personal Information You Provide to Us

You may be required to provide personal information to access or use certain parts or features of the Prezi Service. For example, you will be asked to provide your name and a valid email address to establish an account at <http://prezi.com>. If you wish to establish a paid Prezi account, you will also be asked (in some cases) to provide credit card account and billing information. If you do not provide the requested personal information, you may not be able to access or use the particular component of the Service where such information is required.

5.3 Survey Information

From time to time, Prezi may ask its registered users to participate in surveys. These surveys are purely optional and help us improve the Prezi Service and provide aggregate information which we think may interest our registered users and visitors. We may use the information that you voluntarily provide as part of your survey response in the manner outlined in this Privacy Policy. In addition, if you choose to participate in a Prezi survey, any information you provide to us, including personal information, will be linked with your account in our system and to any personal information contained therein. We may also use the information you provide in the aggregate to help us generate statistics regarding use of the Prezi Service. For example, if you reveal in a survey response that you are a teacher, Prezi will know that you are a teacher, will retain that information in association with your registered user account, and may publish

aggregate statistics based thereon (for example, statistics regarding what portion of our educational users are teachers versus what portion of our educational users are students). If you would not like your information to be used in this way, please do not participate in Prezi surveys or, if participating, please provide us only with information you consent to our use of in accordance with this Privacy Policy.

6. Personal Information You Provide About Others

Some components of the Prezi Service allow you to share content and personal messages you upload with others by generating messages directly to those other individuals. To use this feature, we require you provide us with a valid email address for each recipient. Prezi uses these email addresses only to share your content and personal messages (at your direction). We use this information for the sole purpose of sending this one-time email, and do not store it after this one-time email is sent. This one-time email may also contain a short description and explanation of the Prezi Service.

7. General Information We May Collect

7.1 Types Of Information Collected

There may be other instances in which we collect information from you that is more general in nature (“general information”). Such information may include information recorded by our server logs from your browser such as your Internet Protocol (IP) address (which enables us to identify your computer or device on a Transmission Control Protocol/Internet Protocol (TCP/IP) network like the internet), and the specific webpage you requested. Such general information, including the click stream data and cookies, as mentioned below, may be collected from you whenever you access or use the Prezi Service, whether or not you provide us with any other personal information.

7.2 Click Stream Data

When you use the Prezi Service we may collect “click stream data” (server address, domain name, etc.). This information can be combined with information you have provided to us, which will enable us to analyze and better customize your visits. We may use click stream data for traffic analysis or e-commerce analysis of our services, to determine which features within the Prezi Service are most or least effective or useful to you.

7.3 Cookies

A cookie is a small string of information that the website you visit transfers to your computer for identification purposes. Cookies can be used to follow your activity throughout the Prezi Service and that information helps us to understand your preferences and improve your experience. For a detailed description of the types of cookies we use and on how you can control the use of cookies, please see our [Cookie Policy](#).

8. Use and Sharing of Information

8.1 To Provide Products And Services To You

We will use the personal information you provide and any general information we receive from you to provide Prezi products and services to you, which include the following:

1. To process orders you may place at <http://prezi.com>.
2. To assist those who help us in designing and operating the Prezi Service or help us analyze collected data. These parties will only use your data for the purpose of carrying out the work as agreed with us and will be required to keep the information confidential.
3. To send you information or materials via email about products, offers, and news we think might interest you. This information may relate to products, offers, and news of Prezi or its licensees or selected commercial partners. (If you no longer wish to receive any emails from us, or if you want to modify your personal data or want your personal data to be deleted from our database, please see “CANCELING YOUR ACCOUNT, OPTING OUT OF EMAIL, AND MODIFYING PERSONAL INFORMATION” below.)
4. To share your Public User Content with other Prezi users who we think might be interested, including with other users from your organization. In addition to your Public User Content we may also share the user name associated with your public, paid or educational account with other users registered with an e-mail address using the domain of the same organization as your e-mail address. If you are not a habitual resident of a Member State of the European Economic Area, we may also share your name and your email address with the organization having the same domain as your email address.
5. To facilitate collaboration between users of Team Accounts and Business Accounts as set out in point 6.1 of our Terms of Use.
6. To analyze visits to the Prezi website and learn about the interests of our visitors in the aggregate and also on a personal level to better understand your interests and needs, so we can improve our products and services and deliver to you the type of content, features, and promotions that you are most interested in.
7. To publish aggregate statistics regarding our user base. For example, we may choose to publish statistics regarding how many registered Prezi users live in the U.S. versus how many live in Europe. If you complete a Prezi survey that asks for employment information, we may publish statistics regarding which professions are most likely to use or not use Prezi.

8.2 Business Transfers

In some cases, we may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets that is transferred. Moreover, if Prezi or substantially all of its assets were acquired, customer information would likely be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Prezi may continue to use your personal information as set forth in this policy.

8.3 Protection of Prezi and Others

We may release personal information when we believe in good faith that release is necessary to comply with any law, enforce or apply our [Terms of Use](#) and other agreements, or protect the rights, property, or safety of Prezi, our employees, our customers, or others. We may disclose personal or general information upon receipt of a court order or subpoena, or to cooperate with

a law enforcement investigation, which may include responding to requests and court orders from jurisdictions outside the United States. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful, as determined in our sole discretion.

8.4 With Your Consent

Except as set forth herein, we will notify you or obtain your consent before your personal information may be shared with third parties, and will be able to prevent the sharing of this information. Registered users may, at any time, elect to stop receiving emails from us by visiting the [Settings](#) page (requires log in).

8.5 Retention of Your Information

We will only retain your information to the extent: (a) it is needed for the purposes which we have conveyed to you; (b) we are required by law to maintain such information; or (c) it is needed for us to address any issues or inquiries that you may have. When your information is no longer required, we will dispose of such information by destroying it or erasing it.

9 Protection Of Your Information

9.1. Security Measures

In order to protect both the personal information and the general information that we receive from you through your use of the Prezi Service, we have implemented various security measures. For example, when you enter sensitive information (such as your credit card number) on our online forms, we encrypt that information using secure socket layer technology (SSL). We also follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

9.2. Risk Of Interception

Please keep in mind, however, that whenever you give out personal information online there is a risk that third parties may intercept and use that information. While Prezi strives to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online. By using the Prezi Service, you expressly acknowledge and agree that we do not guarantee the security of any data provided to or received by us through your use of the Prezi Service and that any personal information, general information, or other data or information received from you through your use of the Prezi Service is provided to us at your own risk, which you expressly assume.

10. No Use Of This Service By Minors Permitted

10.1. Registration Declined For Minors

The Prezi Service is intended only for those who are at least 18 years old – or, if the age of majority in your state or province is greater than 18 years, such age of majority in your state or province – or who have obtained the consent of their parent or guardian to use the Prezi Service. Personal registration information submitted by a minor violates the website terms of use and will not be accepted. Any general information provided by minor and gathered (for

example, through the use of cookies) during his or her visit may be used as indicated in this privacy policy. Prezi is committed to protecting the privacy of children and has no intention of collecting personal data from minors. We encourage parents and guardians of minors to regularly check and monitor their children's use of email and other activities online.

10.2. Notice Concerning Children

PLEASE NOTE: The Prezi Service is general audience service, and does not direct any of its content, products, or services specifically at children under 13 years of age. We understand and are committed to respecting the sensitive nature of children's privacy online. If we learn or have reason to suspect that a user of the Prezi Service is under age 13, we will promptly delete any personal information in that user's account. If you have such information, please contact us at legal@prezi.com.

11. Links to Third Parties

For your convenience and to improve the usage of the Prezi Service we may insert links to third party websites. This privacy policy does not apply to such third party websites. These links take you outside our Service, and off the Prezi site, and are beyond our control. This includes links from partners that may use Prezi's logos as part of a co-branding agreement. The sites those links can take you to have their own separate privacy policy and although we seek to protect the integrity of our Service, Prezi is not liable for the content and activities of those sites. Your visits and access to such websites is at your own risk. Please note that those other sites may send their own cookies to users, collect data, or solicit personal information.

12. Canceling Your Account, Opting Out of Email, and Modifying Personal Information

You may cancel your account and you may opt out of receiving any emails from Prezi at any time. You may cancel your account, opt out of, or modify your personal information, by logging in and visiting your [Settings & Account page](#) and following the instructions provided, or go to our [Help & Support page](#). We encourage you promptly to update your personal information when it changes. Information concerning your past behavior with the Service may be retained by Prezi as long as necessary for the purposes set out above.

Please note that although you may opt out of receiving certain emails, Prezi reserves the right to communicate with you via email regarding specific products and services you have ordered, requested, or inquired about.

13. Questions or Comments

If you have any questions, comments, or concerns relating to the Prezi Service or this privacy policy, please send an email to privacy@prezi.com or write to us at:

Prezi Inc

Karen Tango

633 Folsom Street, 5th Floor

San Francisco, CA 94107

We will make every effort to resolve your concerns.

Copyright Policy

COPYRIGHT AND DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE POLICY

Prezi Inc. (“Prezi”) has adopted the following general policy toward copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (“DMCA”) (). The address of Prezi’s Designated Agent to Receive Notification of Claimed Infringement (“Designated Agent”) is listed at the end of this policy.

It is Prezi’s policy to (1) block access to or remove any content (including, without limitation, text, graphics, and photos) (collectively, “Content”) that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. PROCEDURE FOR REPORTING COPYRIGHT INFRINGEMENTS:

Identification of the copyrighted work that you claim has been infringed on or through the Prezi Service, including the copyright registration number for any such work if applicable;
Identification of the Content that you claim has infringed on the identified copyrighted work, including (a) a description of how the material in question is using the copyrighted work in a way that constitutes copyright infringement, and (b) a description of where the material in question is located on or in the Prezi Service, with sufficient detail that we may verify the existence of the material within the Prezi Service;

Your contact information, including your full name, mailing address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use of the copyrighted materials is not authorized by the copyright holder, its agents, or the law;

A statement by you, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright holder or are the authorized to act on behalf of the copyright holder; and

An electronic or physical signature of the person authorized to act on behalf of the copyright holder.

B. ONCE PROPER BONA FIDE INFRINGEMENT NOTIFICATION IS RECEIVED BY THE DESIGNATED AGENT

It is Prezi’s policy:

1. to remove or disable access to the allegedly-infringing Content;
2. to notify the user whose Content has been removed or disabled; and

3. that repeat offenders will have the allegedly-infringing Content removed from the Service and that Prezi will terminate such user's access to the Service.

C. PROCEDURE TO SUPPLY A COUNTER-NOTICE TO THE DESIGNATED AGENT:

If the notified-user believes that the Content which was removed or to which access was disabled is either not infringing, or the user believes that he or she has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law (including as a fair use), the notified-user must send a counter-notice containing the following information to the Designated Agent listed below:

Identification of the Content that has been removed or disabled, including a description of the where the material in question appeared on the Prezi Service before it was removed or disabled;

A statement by you, made under penalty of perjury, that you have a good faith belief that the Content was removed or blocked as a result of a mistake or misidentification of the Content in question;

Your contact information, including full name, mailing address, telephone number, and email address;

A statement by you that you consent to the jurisdiction of the Federal Court for the judicial district in which your address is located or, if your address is outside of the USA, for the judicial district in which Prezi is located, and that you will accept service of process from the person who provided notification of the alleged infringement;

Your electronic or physical signature.

If a counter-notice is received by the Designated Agent, Prezi may send a copy of the counter-notice to the original complaining party informing that party that Prezi may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Prezi's sole discretion.

Please contact Prezi's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Prezi Inc

Karen Tango

633 Folsom Street, 5th Floor

San Francisco, CA 94107

Or you may send an email to: copyright@prezi.com.