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Terms of Service

Last updated: November 27th 2024

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND PREZI THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW THE "DISPUTE RESOLUTION" SECTION BELOW FOR DETAILS REGARDING ARBITRATION.

1. Introduction

This is important, so please read carefully! Thank you. This is a binding legal agreement between the natural person or legal person ("Customer" or "you") agreeing to these Terms of Service ("Terms") and Prezi Inc. ("Prezi," "us," or "we"). By accepting these Terms, signing an Order, or using the services subject to these Terms of Service (collectively the "Service(s)" or "Prezi Service(s)"), you represent that you have civil and legal capacity, that you are of legal age and have the authority to bind the Customer to the Order, these Terms and the following additional terms and conditions and policies, which are hereby incorporated by reference (collectively, the "Agreement")

- [Privacy Policy](#)
- [Cookie Policy](#)
- [Intellectual Property Rights Policy](#)
- [Trademark and Brand Usage Policy](#)
- [Prezi Desktop software EULA](#)
- [Referral Program Terms and Conditions](#)
- [AI Product Terms of Use](#)
- [Information Privacy Consent Policy](#)

Your use of and access to the Prezi Service, and the licenses granted herein are expressly conditioned upon your compliance with and acceptance of this Agreement.

If you register on behalf of a legal person, you represent to Prezi that you have the authority to bind that legal person and that your acceptance of this Agreement will be treated as acceptance by that legal person. The Prezi Services are not available to persons who are not legally eligible to be bound by this Agreement.

Changes and Modifications. Prezi may change or amend these Terms. If we make material changes, we will notify you, either through this page, 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 are provided solely as a convenience to our Visitors and Customers. 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 your use of or interaction with any Third-Party Sites, Products and Services.

2. Description of Service

The Prezi Service is a living presentation, video - and data visualization tool for presenting and storytelling. The Service combines creative thinking and technological expertise to allow you to seamlessly create your own high-quality presentations, videos, webinars or other content, post and stream them to the internet, and share them with friends or colleagues. The Service includes AI-powered products and tools ("AI Products"), which are governed by these Terms in addition to our AI Product Terms of Use .

3. Trials

You are granted a nonexclusive, revocable right during the specified (14 day unless otherwise stated in writing) free trial period (the "Trial Period") to access the Site and use the Service and Software and to permit your Users to do so, subject to these Terms. At the end of the Trial Period, the use of the Service by you and your Users will either (1) migrate to a standard paid subscription and be bound by the Prezi or Infogram, as applicable, terms and conditions applicable thereto, or (2) terminate. You expressly agree that you waive any and all rights to a refund by engaging to have a Trial Period and attest herein to waive all such rights to a refund.

These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a "User"), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access, or permit any User to access, the Site and use the Service and Software. These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein.

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 content / Deliverables you created. 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 content / Deliverables solely in connection with your Prezi account until your Prezi account expires or is terminated. 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 Period expires.

Free trials are limited to one concurrent period of 14 days unless stated of a different length. Users must not fraudulently obtain (or attempt to obtain) additional trial periods beyond the single free trial term.

While you may be able to create Private User Content during the Trial Period, Prezi reserves the right to designate such Private User Content as Public User Content after the conclusion of the Trial Period if you do not convert your free trial into a paid Prezi account.

4. Conditions and Restrictions of Use, User Conduct

As a condition of use, and the licenses granted to you herein, you agree that you will not (and will not attempt to):

- Distribute any part of, or parts of the Website or the Service, including but not limited to any content made available on or through the Services ("Content"), in any medium without Prezi's prior written authorization, unless Prezi makes available the means for such distribution through functionality offered by the Service.
- Alter or modify any part of the Website or any of the Service.
- Access Content through any technology or means other than as Prezi may explicitly designate for this purpose.
- Circumvent, disable or otherwise interfere with any security-related features of the Service or features that (i) prevent or restrict use or copying of Content or (ii) enforce limitations on use of the Service or the content accessible via the Service.
- Without Prezi's express written permission, sell access to the Services or sell advertising, sponsorships or promotions placed on or within the Services or any User Content.
- Use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service.
- Collect or harvest any personal data of any user of the Website or any Service (and agree that this shall be deemed to include Prezi account names).
- Use the Prezi Services (including the comments and email features) for spamming, advertising, or other solicitation of business in the course of trade or in connection with a commercial enterprise.
- Solicit, for commercial purposes, any users of the Prezi Service.
- Access the Prezi Services or User Content, other than as intended through and permitted by the normal functionality of the Prezi Services.
- Copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Prezi Content, User Content, or other content for any purposes not expressly permitted herein, without the prior written consent of Prezi or the respective owners of the content.
- Share login credentials or passwords or use of your account with any other person. 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.
- Use the Service to harass, threaten, impersonate, or intimidate anyone.
- Upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, violent, sexually explicit, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- 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 and not Prezi are responsible for assuring that you are not violating 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.
- Upload, post, email, transmit, publicly perform, or otherwise make available any content that features a photo or likeness of a person without having obtained documented consent. In the case of anyone under sixteen years of age, such documented consent will have been obtained from a legal guardian.
- 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.
- Upload, post, email, transmit, or otherwise make available any malware, adware, spyware, viruses or any software of a destructive or malicious nature.
- Violate any laws applicable to your use of the Service (including but not limited to intellectual property and data protection laws).
- Use the Service for any illegal or unauthorized purpose. You agree to comply with all applicable laws in all applicable jurisdictions (including your own jurisdiction).
- Use the Service, or any content 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.
- Access the Prezi Services if your access has been suspended, revoked or terminated.

You agree that your failure to adhere to any of the above conditions, or any other provision of these Terms of Service, shall constitute a breach of these Terms of Service on your part. In the event of breach or a documented alleged breach Prezi reserves the right to remove the content from being

publicly available. The content will be removed permanently from being publicly accessible if a breach is confirmed. It is your responsibility to diligently and responsibly adhere to these Terms.

System requirements. Use of the Prezi Services may require one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High-speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

5. Age Restrictions on Use of the Service

You may not use the Service if you are under 13 years of age. 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 (each a "Teen") may not access or use the Service unless (i) both the Teen and their parent or legal guardian have first agreed to these Terms of Service; and (ii) the Teen uses an account established by their parent or legal guardian, under such parent or guardian's supervision, and with such parent or guardian's permission. If you permit a Teen to use the Service, you hereby agree to these Terms of Service on behalf of both yourself and the Teen. You further agree that you are solely responsible for any and all use of the Service by your Teen regardless of whether such use was authorized by you.

6. Account Types

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 . Services, features, account types and pricing are subject to change.

7. Beta Services

Prezi may, from time to time, offer access to services that are classified as 'Beta version'. Access to and use of Beta versions may be subject to additional terms of service, policies and other agreements. Prezi makes no warranties and representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS-IS, may contain bugs, errors or other defects, and your use of a Beta version is at your sole risk.

8. User Content & Options

8.1 General

Prezi offers a number of ways to share, or not share, any presentations or other content, such as text, files, documents, graphics, images, audio and video that you create or make available through the Services, but excluding Prezi Content ("User Content"), including presentations, videos, with others.

Prezi Public (free) Accounts. If you have a Prezi Public (free) account, all of the User Content you create, including all of the information within your presentations, your videos, your other content, and your username will be available to anyone who has access to the internet ("Public User Content"). Public account holders with specific licenses may be able to create Private User Content, as defined below, including the option to create unlisted/private videos. Public User Content, including presentations or videos, can be viewed by other Prezi users, will appear in the searchable Prezi database, in publicly available search engines and will be available for others to access and view online.

Re-useable Public User Content. If your content is designated as Public User Content, you may choose to “allow re-use” of that content (in the case of videos that are designated Public User Content, you are required to allow re-use). We may share your reusable Public User Content with our AI third-party partners who may use this content for their own commercial purposes, including without limitation, to train and improve their AI algorithms and models or to conduct AI research and development.

Paid Prezi Accounts. If you have a paid Prezi account, all of your User Content will not be accessible or viewable by other Prezi users or the Public (“Private User Content”) by default unless you elect to designate such User Content as Public User Content. If you have an educational or paid Prezi account, you can choose to designate your content Public User Content or Private User Content. Presentations designated as Private User Content will not be available to the public. You may invite one or more people (a “Viewer”) to view your presentation or video by sending them a “share” or “invite” link. You can learn more about sharing here . You hereby do and shall grant to each Invited Viewer a worldwide, non-exclusive license to access, view, publicly perform, publicly display and communicate to the public your Private User Content. This license ends one year after you delete the Private User Content, including the presentation or video, or your account is closed (either by you or by us), except to the extent that the Private User Content has been shared with others and they have not deleted it.

Prezi reserves the right to remove from display and/or delete any content, data or other material in Prezi’s reasonable business judgment or upon formal notice from the copyright or intellectual property owner, violates any of the above prohibitions or as directed by law enforcement agencies, regulators or legal process.

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

Prezi Videos. You may create, stream, record and share videos using the Prezi Services. These videos may feature, among other things, the image of you, Prezi presentations, and other User Content. Live video feeds (including via Facebook Live and Zoom) are supported as well. As with all online activities, please exercise discretion in deciding what to post.

Integration with Other Services. Prezi supports sharing with other Third-party Services. You hereby grant to Prezi all rights necessary to connect your social media and other third-party accounts, and to effectuate your User Content sharing (including without limitation video streaming) with these platforms. Please be aware that third-party services are governed by their own terms and policies; it is your responsibility to familiarize yourself with them before posting.

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 license to use, store, reproduce, modify, create derivative works, communicate to the public, 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 one year after 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 license to use, store, reproduce, modify, create derivative works, communicate to the public, publish, publicly perform, publicly display, distribute and transmit the Public User Content or Private User Content of your account. This license ends one year after 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.

Your Accounts. You are solely responsible for (i) all use of the Services by you and your users, (ii) obtaining consent from your users to the collection, use, processing and transfer of User Content, and (iii) providing notices or obtaining consent as legally required in connection with the Prezi Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We may suspend the Prezi Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or to third parties. You agree to notify us immediately in the event you become aware of a security breach.

Trials and Free Services. Your right to access and use the Prezi Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate the use of any Prezi Service at any time. If you are using the Services on a trial or promotional basis (“Trial Period”), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 14 days after your initial access to the Prezi Services, or (iii) upon your conversion to a subscription. We may modify or discontinue any trials or promotions at any time without notice.

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

With respect to Private User Content, you hereby do and shall grant to Prezi (and its successors, assignees, and third-party service providers) a worldwide, non-exclusive, royalty-free, fully paid, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works, communicate to the public, publish, publicly perform, publicly display, distribute and transmit the content for the purpose of providing you, and those with whom you have shared your Private User Content, including but not limited to presentations, videos, with the Service. This license ends one year after 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 two

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 Private User Content, you hereby do and shall grant to Prezi (and its successors, assignees, and third-party service providers) a worldwide, non-exclusive, royalty-free, fully paid, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works, communicate to the public, publish, publicly perform, publicly display, distribute and transmit the content for the following purposes:

1. as required to provide the Services to you or those with whom you have shared your Private User Content or as otherwise necessary for purposes of Prezi's legitimate interests (including evaluating and responding to security incidents and legal requests), or
2. as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or
3. as required to comply with our policies, applicable law (including copyright and intellectual property), or governmental request, or
4. as required to conduct research and development for the further development of our Services in order to provide the Services to you and others (including account, service usage, feature usage, suitability for feature development and survey information).

This license ends one year after 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 two 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, assignees, and third-party service providers) a worldwide, perpetual, non-exclusive, royalty-free, fully paid, sublicensable (through multiple tiers), and transferable license to use, host, store, reproduce, modify, create derivative works, communicate to the public, publish, publicly perform, publicly display, distribute and transmit the Public User Content for any purpose, including without limitation (1) for the purpose of providing you, and those with whom you have shared Public User Content, including but not limited to your presentations, videos (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.

Further you agree that Prezi has the right to use your Public User Content (excluding your username) to train our algorithms, models, and AI products and services, to develop, improve and provide our Services, including Prezi AI.

Prezi makes no claim of ownership to your User Content and obtains no rights to your content other than as provided for herein.

When you upload User Content on or through the Service, you represent and warrant that, with respect to all User Content that you use, upload, transmit, publish and disseminate through the Service, (a) you have all the rights, consents, releases, permissions and licenses necessary to use, upload, transmit, disseminate, reproduce, publish, communicate to the public, publicly display, perform publicly, distribute, or otherwise exploit such User Content in connection with the Service (and to grant to Prezi and/or others the licenses set forth in this Agreement); (b) the User Content will not infringe or otherwise violate any rights, including but not limited to privacy, image, name, honor, dignity, copyright, trademark or any other intellectual property right, right of publicity and/or legal interests of any third party; (c) you have obtained documented consent from the owner or person in the case of an image to use such image in your Content.

8.3 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, video or other 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 or entities who previously used the content under the prior license.

8.4 Third-party and linked/embedded content

Prezi gives you the option, when creating or editing a presentation, to search for and insert third-party content, including but not limited to images and content from other web-based platforms (such as Infogram), into your User Content (presentations, videos, etc.). Such third-party content is subject to the license terms and contractual provisions that accompany it, and you are solely responsible for compliance with all such terms and provisions. 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. Similarly, if you use Infogram charts, custom images, YouTube videos, or other third-party content in your User Content, including presentations, videos, your use must be consistent with the terms of use provided by those third parties, and the licenses applicable to that content. Some license terms and contractual provisions may limit the manner in which you are permitted to use your User Content, such as share it with others, or allow re-use of presentation, video.

8.5 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 Service. Nothing in these Terms of Service 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 rights that have been issued, or that may issue, based on the Deliverables. The Deliverables are licensed hereby, not sold.

9. Payment Terms

9.1 Payment for subscription

You agree to pay the then-current fee for your account type. 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.

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.

Stored Credential Consent Agreement. This Stored Credential Consent Agreement (“Agreement”) is between Prezi Inc. and its Affiliates and entities (“Prezi”, “we”) and you, the cardholder (“Cardholder” or “you”).

This Agreement is an integral part of these Terms and applies to Cardholders that request Prezi to make recurring payments and to store profile and transaction information including saving credit card information for future purchase during the checkout or payment flow.

You hereby acknowledge that Prezi or its payment service provider will need to store your credit card information, including but not limited to credit card number, expiration date and associated contact and transaction information, in order to process future payments (“Cardholder Data” or “CHD”) and you are hereby providing consent for that storage.

Your stored CHD will be used only to process future payment(s) through our payment processor(s). The use of other information that may be contained within the CHD such as your name and email address will only be used as specified in our Privacy Policy.

Prezi cancellation and refund policies are detailed herein, the recurring payment can be canceled, in accordance with the provisions in the Terms, through your account detail when logged in or by contacting Prezi Customer Support as stated below.

9.2 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. Prezi may also engage third parties to provide fraud detection services.

9.3 Cancellation of subscription

Payment for subscriptions is non-refundable. If you cancel your recurring 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 account will be deleted however your account access will remain active until its next renewal date. In either case (cancellation or deletion), you will not be given any refund.

9.4 Termination

If your payment method is invalid or rejected for any reason and a free Prezi Public version of your paid Prezi account type 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. In the event your paid Prezi account reverts to a free Prezi Public account, any content you previously created with a paid Prezi account and designated as Private User Content will remain Private User Content, but you will not be able to edit such content. New content you create with such an account will become Public User Content, which means any new content you create from that point forward is going to be public.

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 become unavailable.

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.

9.5 Other payment provisions

9.5.1 Argentina

You grant Prezi, and any and all payment processors which may process payment transactions on behalf of Prezi, to close the FX contract and to transfer the funds relating to payments executed via RapiPago, Pago Fácil, or credit cards.

Any and all payment processors which may process transactions on behalf of Prezi do not account for collecting taxes, which might originate in relation to this operation.

9.5.2 Brazilia

You grant third parties designated by Prezi with powers to close the FX contract and to remit the funds relating to payments executed via boleto bancario, credit cards or PAYPAL.

The third parties mentioned above act on behalf of you and do not account for collecting taxes, which might originate in relation to this operation.

9.5.3 Colombia

You grant Prezi, and any and all payment processors which may process payment transactions on behalf of Prezi, to close the FX contract and to transfer the funds relating to payments executed via Baloto, Botón PSE, or credit cards.

Any and all payment processors which may process transactions on behalf of Prezi do not account for collecting taxes, which might originate in relation to this operation.

9.5.4 Chile

You grant Prezi, and any and all payment processors which may process payment transactions on behalf of Prezi, to close the FX contract and to transfer the funds relating to payments executed via Baloto, Botón PSE, or credit cards.

Any and all payment processors which may process transactions on behalf of Prezi do not account for collecting taxes, which might originate in relation to this operation.

9.5.5 Mexico

You grant Prezi, and any and all payment processors which may process payment transactions on behalf of Prezi, to close the FX contract and to transfer the funds relating to payments executed via Oxxo, credit cards, debit cards, or PAYPAL.

Any and all payment processors which may process transactions on behalf of Prezi do not account for collecting taxes, which might originate in relation to this operation.

9.5.6 Peru

You grant Prezi, and any and all payment processors which may process payment transactions on behalf of Prezi, to close the FX contract and to transfer the funds relating to payments executed via Pago Efectivo, credit cards, debit cards.

Any and all payment processors which may process transactions on behalf of Prezi do not account for collecting taxes, which might originate in relation to this operation.

10. Abuses

If you believe that Prezi, or any user of the Service, has violated your rights, including privacy, copyright, trademark or other rights, please submit an abuse report using our form . It is Prezi's policy in appropriate circumstances to take-down any content (and/or terminate account holders) that

infringe the rights of copyright holders). You may contact us pursuant to the U.S. Digital Millennium Copyright Act (“DMCA”) or other applicable laws at copyright@prezi.com and review our Intellectual Property Rights Policy for more details. For privacy concerns, you may also contact us at privacy@prezi.com and review our Privacy Policy for more details.

11. Prezi’s Intellectual Property

All intellectual property, e.g. text, fonts, graphics, pictures, icons, user interfaces, visual interfaces, photographs, trademarks, logos, design marks, sounds, music and its accompanying words, artwork, content, computer code, programs, software (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, disposed, controlled, or licensed by or to Prezi, and is protected by trade dress, industrial design, copyright, patent, and trademark laws, and various other intellectual property rights.

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12. Termination; Breach of this Agreement

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.

13. Disclaimer of Warranties

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 Service, 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, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR

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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.

14. Limitation of Liability

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 FULLEST 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 OVER THE PRIOR SIX-MONTH PERIOD OR \$100, WHICHEVER IS GREATER.

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.

15. Exclusions and Limitations

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.

16. Please Review User Content for Appropriateness Before Use

Prezi has not reviewed the User Content featured on the Service to determine whether they are suitable or appropriate for your intended audience. Before using any of the User Content (including presentations and videos) 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 any User Content on the Service. If you find any content on the Service that you believe is objectionable, or that violates these Terms of Service or Prezi's conduct guidelines, please report us an abuse by completing the form or feel free to notify us at abuse@prezi.com. Breach of these Terms will result in Prezi removing the content from public availability. In the event of a documented allegation of such misuse, Prezi has the right to temporarily make such content private pending your resolution of the matter. Prezi is not responsible for investigating or dispositioning allegations of misuse.

17. Indemnification

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, subject to Section 19 below) 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.

18. Governing Law and Forum Choice

These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 19 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Prezi are not required to arbitrate will be the state and federal courts located in San Francisco and you and Prezi each waive any objection to jurisdiction and venue in such courts.

19. Dispute Resolution

Please read this section carefully. It affects your rights.

Most disputes can be resolved informally. If you have a concern, please contact us and include your name, a detailed description of the dispute, and the relief you seek. If you reside in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr> .

In the unlikely event that we are unable to resolve your concern to your satisfaction (or if we haven't been able to resolve a dispute that Prezi has with you after attempting to do so informally), either of us may bring a formal proceeding.

If you are a U.S. resident, you also agree to the following mandatory arbitration provisions:

Mandatory Arbitration of Disputes. We each agree to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or use of the Services (collectively, "Disputes") solely through binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Prezi agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Prezi are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

Exceptions. As limited exceptions to the "Mandatory Arbitration of Disputes" section above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Injunctive and Declaratory Relief. Except as provided in the “Exceptions” section above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

Class Action Waiver. YOU AND PREZI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

Severability. With the exception of any of the provisions in the “Class Action Waiver” section of these Terms, if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

20. General Terms

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.

Severability of Terms; Non-waiver of Terms. 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.

Miscellaneous. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify these Terms of Service or to make commitments binding on us.

21. Additional Terms

High-Risk Use . Except as otherwise set forth in a Prezi Service Description, you understand that the Prezi Services are not designed or intended for use during high-risk activities.

Recording. Certain Services may provide functionality that allows you to record audio and data shared during presentations, webinars or sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using any recording functionality.

Assignment. You may not assign your rights or delegate your duties under these Terms of Service either in whole or in part without Prezi's prior written consent. Any attempted assignment by you without Prezi's consent will be void. Prezi may assign these Terms of Service or delegate its duties hereunder without restriction and without the requirement of prior notice to you.

22. How to contact us

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

Prezi's mailing address is:

Prezi Inc.
2041 East Street, PMB610, Concord, CA 94520 USA

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