



Terms of Use

Effective as of January 24th 2010

1 INTRODUCTION

By using the Service, you accept the Prezi Terms of Use and the following terms and conditions and policies, including any future amendments (collectively, the “Agreement”):

[Privacy Policy](#)

[Copyright 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 reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Such changes will become effective thirty (30) days after they have been posted to this site or Prezi has otherwise notified you of the change. Though Prezi may attempt to notify you when major changes are made to this Agreement, you should periodically review the most recent version, which is always available from a link on our homepage. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes. 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 other independent third-party websites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Prezi’s control, and Prezi is not responsible for and does not necessarily endorse the content or practices of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

2 DESCRIPTION OF SERVICE

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.

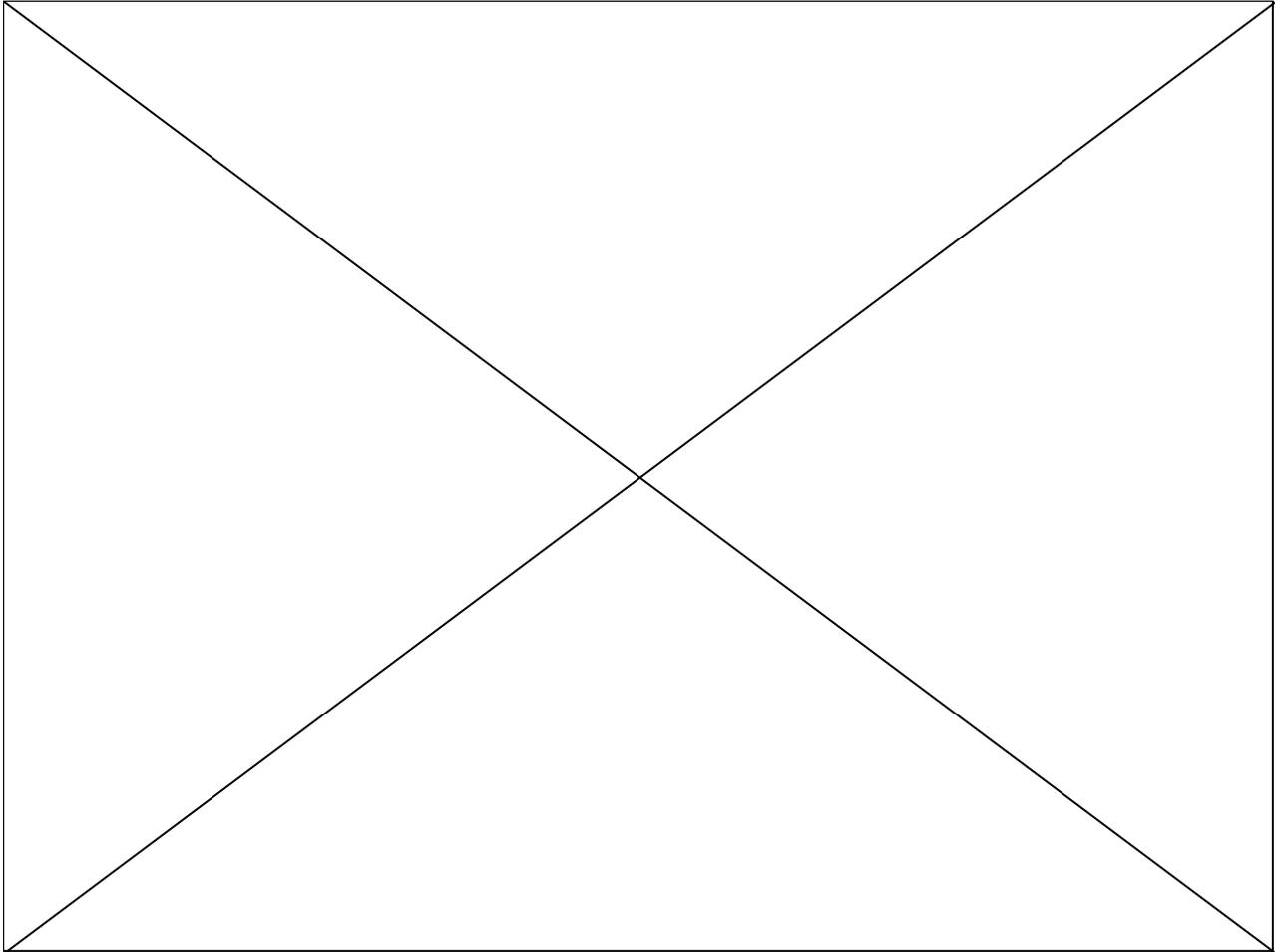
Adults Only. The Prezi Service is intended for adults only. You must be 18 years old – or, if the age of majority in your state or province is greater than 18 years, such age of majority in your state or province – or have obtained the consent of your parent or guardian to use the Prezi Service. In accordance with U.S. Federal Children's Online Privacy Protection Act of 1998 (COPPA), Prezi will never knowingly solicit, nor will it accept, personally identifiable information from users known to be under thirteen (13) years of age. Please see our [privacy policy](#) for additional information or for how to notify us of any concerns you may have in this regard.

3 CONDITIONS OF USE AND USER CONDUCT

As a condition of use, you agree to the following:

- Certain components of the Service permit or require you to open an account (including setting up 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.
- 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, or otherwise make available any content that is in violation of copyright, trademark or other law protecting intellectual property in any jurisdiction, or that violates any individual's publicity or privacy rights.
- 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 local laws in your jurisdiction (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.
- All Prezi accounts offer a thirty (30) day free trial. Such free trials are limited to one-per-user. Users must not fraudulently obtain (or attempt to obtain) additional trial periods beyond this single thirty (30) day term.

4 USER CONTENT & OPTIONS



4.1 General

The Service allows you to upload, transmit, publish and disseminate pictures, text, and audio visual content (“User Content”) for the purposes of creating your own personalized Prezi presentations and sharing such content through the Service (and through third-party sites such as Facebook and Twitter). If you upload User Content using a paid account type, you will have the option of making the content public (“Public User Content”) or private (“Private User Content”).

While Prezi makes User Content shared by users available through the Service, by using the Service you acknowledge and agree that Prezi does not guarantee access to and hosting of your User Content that is shared via the Service. 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.

4.2 Representations and Warranties

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.

4.3 Public User Content and Private User Content

In order to provide you with the Service, it is necessary for you to grant Prezi certain licenses to your User Content.

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, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform, and otherwise exploit the content on and in connection with the manufacture, sale, promotion, marketing and distribution of products sold on, or in association with, the Service, or for purposes of providing you with the Service and promoting the same, in any medium and by any means currently existing or yet to be devised.

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, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform, and otherwise exploit the content solely for purposes of providing you with the Service.

Please note that while Prezi makes it easy for users with qualified accounts to change a presentation's public/private setting at any time, uses made of your presentation – or the underlying User Content – are subject to the terms in place at the time such use was originally made by Prezi.

4.4 Licenses to Users

When you upload User Content on or through the Service, you also hereby do and shall grant to each user of the Service with whom you share your presentation a personal non-commercial non-exclusive license to access and view your User Content. Except where otherwise indicated, such licenses granted to Prezi and to users of the Prezi service expire when you remove your presentation or other User Content from the Prezi Service.

4.5 Allowing Re-Use

As noted above, when creating a Prezi presentation using a paid account type, you will have the option of making the presentation “public,” or “private.” Public presentations can be viewed by other Prezi users and will appear in the searchable Prezi database. Private presentations will only

be viewable by those with whom you choose to share the presentation. All presentations created by Prezi Public users (as defined below) will be “public” presentations. Please note that any user you collaborate with on a presentation will also have the option of designating that presentation as “public” or “private,” as permitted by your account type. Please always consult with the presentation creator before changing the public/private designation of any presentation on which you are a collaborator.

In addition to those licenses granted above, when you “allow re-use” of your User Content you also hereby do and shall grant to each user of the Service a non-exclusive license to use, reproduce, modify or create derivative works based thereon, distribute, publicly display, publicly perform, or publicly perform by means of a digital audio transmission such content as permitted through the functionality of the Service and the products sold therein (and through its other distributors). Please note that while Prezi makes it easy for you to change this option at any time after creating your presentation, uses made of your presentation – or the underlying User Content – are subject to the terms in place at the time such use was originally made. The “allow reuse” option is enabled by default for Prezi Public users when creating new Prezi presentations but can at any time be disabled.

5 CONTENT OPTIONS

When creating a Prezi presentation using a paid account type, you will have the option of making the presentation “public,” or “private.” Public presentations can be viewed by other Prezi users and will appear in the searchable Prezi database. Private presentations will only be viewable by those with whom you choose to share the presentation. All presentations created by Prezi Public users (as defined below) will be “public” presentations.

When creating your Prezi presentation, you will also have the option to allow other Prezi users to remix and reuse your presentation. This option, referred to as “allow reuse,” grant to each user of the Service a non-exclusive license to use, reproduce, modify or create derivative works based thereon, distribute, publicly display, and publicly perform, including by means of a digital audio transmission, your presentation. Please note that while Prezi makes it easy for you to change this option at any time after creating your presentation, uses made of your presentation – or the underlying User Content – are subject to the terms in place at the time such use was originally made. The “allow reuse” option is enabled by default for Prezi Public users when creating new Prezi presentations but can at any time be disabled.

6 ACCOUNT TYPES

There are five (5) types of Prezi user account types: Public, Enjoy, Edu Enjoy, Pro, and Edu Pro. Terms related to each are set forth below.

Public – Prezi Public accounts are free for use, and require no annual fee. Each Public account is limited to 100MB of presentation storage space. Public users also have access to the Prezi offline player software, subject to the end user license agreement associated with that software.

Enjoy – Prezi Enjoy accounts are available for \$59 per year. Each Prezi Enjoy account features 500MB of presentation storage space. Prezi Enjoy users also have access to the Prezi offline player, subject to the end user license agreement associated with that player.

Edu Enjoy – Prezi Enjoy Educational accounts mirror the features of the standard Prezi Enjoy accounts, but are only available to users with valid educational credentials. Any presentation created using an Educational account will load containing the message “only for educational use.”

Pro – Prezi Pro accounts are available for \$159 per year. Each Prezi Pro account features an ample 2GB of presentation storage space. Prezi Pro users also have access to the Prezi Desktop software (subject to the end user license agreement associated with that software) to allow for the creation and viewing of Prezi presentations offline, and have the option of accessing Prezi securely using secure socket layer (SSL) technology.

Edu Pro – Prezi Pro Educational accounts mirror the features of the standard Prezi Pro accounts, but are available at the reduced price of \$59 per year. Edu Pro accounts are only available to users with valid educational credentials. Any presentation created using an Educational account will load containing the message “only for educational use.”

7 PURCHASES

7.1 General Terms

You agree to pay the then-current fee for the account type (e.g., Public, Enjoy, Pro, or the like) you have selected. 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. Fees charged for one account type may not be credited towards other account types. All currency references are in U.S. dollars.

7.2 Payment for Subscription

For all for-pay account types, payment occurs on a pre-pay basis and payment will be automatically renewed for the next term, at the end of each term. The amount you are to pay will depend upon which account type you choose. If you choose to cancel a reoccurring payment, you will be contacted in order to renew your account prior to the end the then-current billing term, at which point you may elect to purchase an additional year of service at the then-current service rates. If you do not elect to purchase an additional year of service, your account will be suspended and you will have the option of converting to a Prezi Public account type – subject to the limitations of a free Prezi Public account.

7.3 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.

7.4 Cancellation of Subscription

Please note, unless Prezi gives notice to the contrary, payment for subscriptions are non-refundable. If you cancel your reoccurring payment option, your account will remain active until it's 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.

7.5 Termination

If your credit card is invalid for any reason, your for-pay Prezi account will revert to a Prezi Public account 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. Prezi further reserves the right to cancel, or revert to a Prezi Public account status, the account of any user who attempts to fraudulently obtain Prezi educational pricing.

8 COPYRIGHT POLICY REGARDING THIRD PARTIES

If you believe that Prezi, or any user of the Service, has violated a copyright 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.

9 PREZI’S INTELLECTUAL PROPERTY

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.

As a user of the Prezi Service, Prezi grants to you a non-assignable, non-transferable, non-sublicensable license, revocable at any time at Prezi’s sole discretion, to use (i) the Prezi name and (ii) the Prezi logo, unaltered, unmodified, and as it appears on the prezi.com website solely for the purpose of truthfully referring to Prezi, including for use in creating a website that

explicitly references Prezi (the “Use License”). In addition to the restrictions above, such Use Licenses are expressly conditioned on: (i) no Prezi Content may be used in a manner that creates confusion among consumers or that suggests that you (or your website) are sponsored or endorsed by Prezi, or affiliated with Prezi, (ii) no Prezi Content beyond the Prezi name and logo may be used, (iii) any such use must be of the full Prezi name and/or unaltered and current Prezi logo, (iv) any such use may in no way disparage Prezi, any user of the Prezi Service, or any third party, and (v) any website that uses Prezi Content must include prominent text to the effect that “this website is not affiliated with or sponsored or endorsed by Prezi.” You agree to make no other uses of the Prezi name and logo beyond those expressly allowed herein, pursuant to an Use License.

Except as expressly provided in this Agreement 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 VIOLATION OF THIS AGREEMENT - TERMINATION

You agree that Prezi may, at its sole discretion and without prior notice, terminate your access to the Service and/or block your future access to the Service if we determine that you have violated this Agreement or other agreements or guidelines which may be associated with your use of the Service. Please note that it is Prezi’s policy to terminate the account of users who violate the copyrights of third parties.

If Prezi does take any legal action against you as a result of your violation of this Agreement, Prezi will be entitled to recover from you, and you agree to pay, all reasonable attorneys’ fees and costs of such action, in addition to any other relief granted to Prezi. You agree that Prezi will not be liable to you or to any third party for termination of your access to the Service as a result of any violation of this Agreement.

11 DISCLAIMER OF WARRANTIES

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 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

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 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.

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

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 Prezis For Appropriate Content Before Use

Prezi has not reviewed the presentations featured on this site to determine whether they are suitable or appropriate for your intended audience. Before using any of the Prezis featured on this site, 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 this site. If you find any content on this site 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

You will indemnify and hold Prezi and/or the Prezi Affiliates harmless from and against any and all liabilities and costs (including reasonable attorneys' 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

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. You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the State and Federal courts in San Francisco County, California, and waive any objection to such jurisdiction or venue.

Dispute Resolution. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Prezi and you arising out of or in connection

with your use of the Service, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

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 all rights and obligations under the Agreement, fully or partially.

Notices. Prezi may provide you with notices, including those regarding changes to the Agreement, by email, regular mail, or postings to the Service. Prezi's mailing address is:

Prezi Inc
Peter Arvai
C/O White & Lee, LLP
541 Jefferson Ave., Suite 100
Redwood City, CA 94063
terms@prezi.com

If you have general questions or concerns regarding these Terms of Use, please contact us in writing at terms@prezi.com or at our mailing address.

Third Party Beneficiaries. Each Prezi Affiliate is an intended third party beneficiary to this Agreement and shall be entitled to directly enforce and rely upon any provision of the Agreement that confers a benefit on them. Other than this, no other person shall be a third party beneficiary to the Agreement.