



PromptSmart iCast Subscriber and Studio Edition  
End User License Agreement ("EULA") v2.0

## 1. Definitions and Entities

The following definitions shall apply to this license agreement:

**1.1. "PromptSmart"** includes, but is not limited to, any version of the PromptSmart Studio Edition, iCast web console (available at [my.promptsmart.com](http://my.promptsmart.com)), PromptSmart Pro iOS mobile app, or PromptSmart Pro Android mobile app product. PromptSmart as defined herein does not supersede, but supplements the terms of use provided by various distributors, including Apple and Google's terms of use for mobile applications.

**1.2. "Computer"** refers to any physical or virtual device that can process data with the assistance of a programmable calculation specification (e.g. PC, laptop, workstation, an instance of a virtual machine, etc.) in conjunction with a CPU or multi-core processor. The following applies to networks: if several network Computers have access to a server on which PromptSmart is installed, each of these network Computers (workstations) counts as a computer for the purpose of this license agreement. In such a case, a separate license is required for each network Computer.

**1.3. "License Seat"** refers to the license assigned to a specific Computer belonging to the customer following activation of PromptSmart.

**1.4. "Commercial Use"**, for the purpose of this agreement, constitutes any commercial use and any use of the Software or Contents for the direct or indirect purpose of financial benefit (e.g. by means of sale, licensing, advertising, etc.).

**1.5. Belleau Technologies LLC ("Belleau")** is a privately owned company based in New York that owns all PromptSmart content, apps, web domains, accounts, and intellectual property. Excepts for the rights specified in this agreement, all rights are reserved by Belleau. Belleau is the exclusive licensor of PromptSmart products and the PromptSmart brand name.

**1.6. "Customer"** in the context of this EULA refers to natural persons and sole proprietors. Customers also include any other private legal entity with gross annual revenue equal to or less than \$1,000,000.00 USD (or its equivalent in another currency). Entities with annual revenue over \$1,000,000.00, and all publicly traded companies, are considered "Enterprises" and are expressly not covered under this EULA. For purposes of this agreement, child/parent corporate relationships should be disclosed so as not to evade this distinction: [team@promptsmart.com](mailto:team@promptsmart.com). Any attempt to evade this distinction using a shell company or a subsidiary of an Enterprise shall



be a material breach of the EULA subject to rescission (without notice) of access to the software application and any applicable damages, in law or equity.

All Enterprises should contact us privately for information about licensing and sales:  
team@promptsmart.com

Any unauthorized use of this application by an Enterprise is a material breach of this EULA and entitles Belleau to immediate rescission (without notice) of access to the software application and any applicable damages, in law or equity.

## 2. Contract purpose

**2.1. License Terms.** Subject to the limitations imposed by this EULA, Belleau grants **Customers** a non-transferable right to install and use PromptSmart on ten (10) Computers. Belleau retains all other ownership, copyright, and other proprietary rights related to the Software. You (the customer) acknowledge Belleau's ownership as well as all of Belleau's proprietary rights to the Software, including a U.S. patent. The customer is solely responsible for the proper contractual use of PromptSmart.

**2.2. Software Activation & Subscriptions.** Each copy of PromptSmart Studio and iCast must be activated using a PromptSmart Account and an accompanying subscription. Your subscription will automatically renew unless it is cancelled at least 24 hours before the end of the current period. Cancelled subscriptions are not subject to pro-rated credits. Your Studio Edition subscription may be managed by visiting [my.promptsmart.com](http://my.promptsmart.com) and logging in to your PromptSmart Account and clicking on "Purchases".

**2.3. Account Accuracy.** PromptSmart accounts must include personal information that is true and correct. Willfully providing false or misleading information in your PromptSmart account is a material breach of this EULA subject to rescission (without notice) of access to the software application.

**2.4. Updates.** Customers are entitled to all updates and new versions. The only recurring charge is the subscription amount.

**2.5. Account Restrictions.** Sharing of PromptSmart Account credentials with persons or entities other than the account-holder (or their agents), or unauthorized duplication and proliferation of installers, are material breaches of this EULA subject to rescission (without notice) of access to the software application.

**2.6. User Content.** Customers retain all ownership and rights to the content put into the application.

### 3. Installation and registration

**3.1. Genuineness.** The registered user must be the customer or the intended end-user of PromptSmart. Authorized agents may register on behalf of a principal if the identity of the principal is disclosed to Belleau during registration.

**3.2. Installation.** Belleau is the only authorized vendor of PromptSmart. Access to any installation files must be accomplished from a valid PromptSmart distribution node, like the [promptsmart.com](https://promptsmart.com) website or your [.my.promptsmart.com](https://my.promptsmart.com) portal.

**3.3. Payments.** All payments for products activated on the web at [my.promptsmart.com](https://my.promptsmart.com), and invoicing, are processed via Stripe, a secure third-party payment processor similar to Paypal. We do not access, view, or retain your financial data like credit card numbers for any reason. Activations made in an iOS app are processed by Apple and are subject to Apple's terms. Activations made in an Android app are processed by Google and are subject to Google's terms.

**3.4. Refunds.** Belleau wants you to be satisfied with PromptSmart. Refunds for Apple and Google activations/purchase are subject to Apple or Google's terms (respectively). For purchases made via Stripe on [my.promptsmart.com](https://my.promptsmart.com), and within 24 hours of the first subscription charge after the expiration of a free trial, Belleau will honor refund requests for reasons of accidental purchase or missing a deadline to cancel the trial manually. All other sales are final. For bugs/performance issues, please let us know about your experience and we will do everything in our power to resolve it: [team@promptsmart.com](mailto:team@promptsmart.com)

### 4. Privacy Policy

**4.1. Owner of data collected.** Belleau is the owner and data collector of all registration and analytics data collected during your use of PromptSmart. Belleau's contact for any inquiries into how your information is being collected or used is Jeremy: [jeremy@promptsmart.com](mailto:jeremy@promptsmart.com)

**4.2. Privacy Policy.** This EULA incorporates Belleau's privacy policy, which is published on the [promptsmart.com](https://promptsmart.com) website. Belleau agrees not to sell personal or contact information we collect during registration. Belleau retains the right to use the information you provide to enhance our products and services. "Use" may include sending some information we collect to third parties for processing on an "as needed" basis (e.g., sending usage information to Firebase to improve stability). The registration requirement is an essential aspect of our daily operations and we are not profiling customers for any undisclosed purposes. Further information on data protection can be found in our online privacy policy (<https://promptsmart.com/help>). Upon information and belief, iCast data and mobile File Sync data are kept on Amazon.com, Inc. servers located in the State of Virginia in the United States using AWS services and implementations. Belleau does



not keep a private back up of customers data located on any other server, private, public, or otherwise.

**4.3. Sufficiency and Territoriality.** Your use of the PromptSmart application is tacit acceptance that Belleau’s privacy policy is fair and reasonable. By using PromptSmart, you also agree that Belleau’s privacy policy, coupled with any applicable policies of the United States government, shall be applicable, even if a more stringent privacy regime exists elsewhere. Your rights under those extra-territorial regimes are disclaimed by using PromptSmart.

## **5. Authorized Use of PromptSmart**

**5.1. Commercial Use.** The Software may be used for commercial purposes subject to the restrictions in clause 6.

**5.2. User Content.** Belleau makes no claim to the content put into PromptSmart, or to any media pursuant to a performance or broadcast facilitated by PromptSmart. Because PromptSmart performs speech recognition on the computer without the need for an internet connection, this provided an added layer of security. This does not protect your computer from hacking or other hostile infiltration. You are responsible to protect the integrity of the computers containing PromptSmart and for hosting and backing up your content outside of PromptSmart.

## **6. Prohibition to copy and rent; amendment prohibition**

**6.1. No re-selling or renting.** Your license to use PromptSmart cannot be re-sold, commercially rented, or lent in any other form to a third party in exchange for payment. This also applies to lending of PromptSmart in a pre-installed form on a Computer that is commercially offered to third parties in exchange for payment.

**6.2. No tampering.** You may not make any changes, or knowingly cause or allow changes to be made, to PromptSmart. You may not disassemble the Software into its components, nor modify the object code, decode, copy or use it in any way other than authorized purposes contemplated herein.

## **7. Limited Transferability**

Notwithstanding the restrictions of § 6, you may transfer a PromptSmart license to another person or entity in the event that the registered owner of the license is subject to liquidation, winding up, acquisition or merger. Belleau must be notified of the transfer for any continued use to be authorized under this EULA. Personal licenses are strictly non-transferable. Any other circumstances involving transfer requires the express written consent of Belleau.

## 8. Guarantee and liability

**8.1. Customer Acknowledgment.** You are aware that PromptSmart is a state-of-the-art software program, and that as such it is not possible to develop it in such a way that is free of errors in all use-cases, for all customers, and under all possible hardware permutations. Belleau provides no guarantee of feasibility for any particular purpose.

**8.2. Warranty Disclaimer.** Belleau disclaims all warranties regarding PromptSmart. The customer purchases PromptSmart licenses as is and assumes the risk of any consequential damages that may result from the lawful, authorized use of the software. All cloud services are provided as-is and there is no guarantee of continuous service. Nevertheless, Belleau takes reasonable measures to protect security and to maintain the integrity of the service at all times.

**8.3. Customers Responsible for Data.** Customers are fully responsible to preserve, manage, and/or back up any content and media created with PromptSmart.

**8.4. Limitation of Liability.** Belleau's liability is limited to deficiencies that were fraudulently or intentionally concealed from customers.

**8.5. No Guarantee of Continuity for Online Services.** Insofar as Belleau Products contain functions that operate via an online server, Belleau retains the right to end the offering at any time. Availability will not be guaranteed.

## 9. License conditions of other entities

If PromptSmart contains Software or Contents from another manufacturer or links to a third-party provider, the license terms and conditions for the respective third-party provider shall apply. If PromptSmart contains open-source license Software or Contents, the respective open-source license terms and conditions shall apply to these components.

## 10. Customer Support

Belleau offers complimentary email support for PromptSmart. Belleau is in no way legally obligated to provide support and does so as a courtesy to ensure customer satisfaction. Belleau's customer support email account is: **team@promptsmart.com**

## 11. Merger; Modification; Severance; Alternative Resolutions; and Choice of Law/Venue

**11.1. Merger and Modification.** This EULA constitutes the entire agreement of the parties. All prior oral or written representations are extinguished. Collateral agreements shall not have

effect to modify this EULA. No verbal or written statements made by BELLEAU or any BELLEAU employee can alter or question the validity of this license agreement.

**11.2. Severance.** Should one or more of the conditions in this agreement be or become invalid, this will not affect the validity of the remaining agreement. The clause in question shall survive with the minimal amount of language stricken or modified such that the intended purpose of the provision is still given effect.

**11.3. Alternative Dispute Resolution.** The parties agree to submit to a confidential, private, non-binding alternative dispute resolution proceeding in the United States prior to taking any public legal action or making any report to a government body, regulatory commission, or other consumer affairs entity. Breach of this provision will materially harm Belleau.

**11.4. Choice of Venue.** Should alternative dispute resolution fail, all claims brought under this agreement shall be brought in a court with proper subject matter jurisdiction located in the State of New York.

**11.5. Choice of Law.** The enforceability of this EULA is governed by New York law. Any other choice of law determination shall be made in accordance with New York law.

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