



PromptSmart Studio Edition and PromptSmart Mobile
Terms of Use and End User License Agreement ("EULA") v2.1
Last Updated Feb. 7, 2021

1. Definitions and Entities

The following definitions shall apply to this license agreement:

1.1. "PromptSmart Studio Edition" includes, but is not limited to, any version of the PromptSmart Studio Edition and the iCast web console (available at my.promptsmart.com). **"PromptSmart Mobile"** includes, but is not limited to, any instance of PromptSmart+, PromptSmart ESP (currently discontinued), PromptSmart Remote Control, PromptSmart Lite, PromptSmart Pro iOS mobile app, or PromptSmart Pro Android mobile app, the PromptSmart Pro Android Remote Control app, and the PromptSmart Extended subscription (offered inside of the PromptSmart Pro app for iOS and Android). 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. All assets are collectively referred to as **"PromptSmart"**.

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, sole proprietors, and all forms of public or private companies or partnerships. Belleau reserves the right to create a sub-section of customers for larger enterprises using custom licensing to be defined later.

2. Terms of Use

2.1 PromptSmart Mobile. Customers may use the app for any lawful purpose that is also consistent with the rights granted by Apple and Google upon purchase from the Apple App Store or upon activation of a PromptSmart Extended subscription inside of PromptSmart Mobile. PromptSmart Mobile customers agree not to use the app to promote or engage in violence. Moreover, customers agree not to use PromptSmart Mobile in furtherance of criminal acts, in accordance with the legal jurisdiction in which the customer resides. Any breach of these terms is a material breach subject to permanent rescission of the licenses granted herein. Nothing in this sub-section shall be construed to diminish the rights acquired by a customer from Apple or Google. If a conflict exists in this sub-section with Google or Apple terms of use, then the terms of use in place by Google or Apple shall be controlling. All other matters are within Belleau's sole discretion.

2.2. Studio Edition License Terms. Subject to the limitations imposed by this EULA, Belleau grants Studio Edition 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. PromptSmart Studio Edition customers agree not to use the app to promote or engage in violence. Moreover, customers agree not to use PromptSmart Studio Edition in furtherance of criminal acts, in accordance with the legal jurisdiction in which the customer resides. Any breach of these terms is a material breach subject to permanent rescission of the licenses granted herein.

2.3. 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 and logging in to your PromptSmart Account and clicking on "Purchases".

2.4. 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. Using a shell company to disguise the true identity of the principal user is also a material breach of this EULA.



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

2.6. 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.

2.7. 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 Studio Edition. Access to any installation files must be accomplished from a valid PromptSmart distribution node, like the promptsmart.com website or your my.promptsmart.com portal.

3.3. Payments. All payments for products activated on the web at 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, 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

4. Privacy Policy

This privacy policy governs your use of PromptSmart. We design our products to use the minimum amount of user information or device information needed for us to provide our customers with an excellent experience. We are not profiling you without your knowledge. Our



Applications do anonymously collect usage metrics from presentation sessions (e.g., accuracy statistics and error-rates). The information is in such form that ensures that no personal information (like who is speaking) can be gleaned from it.

All speech recognition is accomplished locally, on-the-device – it is not processed by an external server – and thus your vocalizations inside of our Apps will not be transmitted via the internet by PromptSmart without your knowledge. We use the Firebase Analytics service (a Google Inc. product) to process and collect some usage data. We also use Firebase to monitor the stability of our Apps and to provide crash reporting, the purpose of which is to ensure the quality of our products.

All of the user-generated content loaded into PromptSmart remains on the device and is not accessible by us unless expressly authorized by you by turning on our File Sync service, in which case the content is securely stored on professionally managed, third-party back-end servers. The hosting service we use is through Amazon Web Services. At all phases of our business, we take reasonable steps to protect your information

Owner and Data Controller

The owner of all analytics information collected from PromptSmart Applications is Belleau Technologies LLC. This does not include user-generated content or videos.

User-Provided Information:

Our Apps are designed to obtain information you provide by creating a user account in the app or by using our in-app messaging system for customer support. In PromptSmart Pro (Android), creating an account is necessary to activate a subscription or an introductory free trial. Without a subscription or an intro trial activated, you will not be able to launch a presentation.

You may also register your email to receive company news and promotions. There is no penalty for not registering. Registering your product will keep you informed with the latest news, including, but not limited to, information about forthcoming PromptSmart products and beta testing invitations.

By creating an account, registering your product, or by voluntarily contacting us for support, you consent to being contacted by us in the future for any Application-related communications, unless such consent is expressly revoked. The purpose of such contact is to ensure your satisfaction with our products, to collect feedback via customer surveys, to provide up-to-date information about future software updates, to disseminate marketing promotions, and to solicit beta testers. We do not spam our users or sell our email lists to third-parties for any reason. We



use a MadMimi third-party service to aggregate our contacts and to send email communications.

At any time our registered users can unsubscribe from our email list, or revoke any previously-granted consent, by following the provided links in our email communications, or by informing us of your revocation at the following email address: team@promptsmart.com.

The app requires user authentication to access cloud storage services such as Dropbox, OneDrive, iCloud, Google Drive, and Box. PromptSmart does not access any of your cloud content without you taking action to access the file of your choice to import it into the application, in which case a copy of that file is downloaded into the app onto your mobile device.

Automatically-Collected Information:

PromptSmart may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

Protection of Your Personal Information:

Anonymized data is periodically transmitted to external services in order to help us improve the Application and our service. We will share your information with third parties only in the ways that are described in this privacy statement, or as otherwise required by law.

We may disclose User-Provided and/or Automatically-Collected Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with our trusted services providers who work on our behalf, and have agreed to adhere to the rules set forth in this privacy statement and agreed not to misappropriate the information for purposes other than providing us with reports;
- if Belleau Technologies LLC is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

If you wish to withdraw your consent to the automatic collection of usage information and other metrics, you may do so easily by uninstalling our Applications. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

Data Retention Policy

We retain User-Provided data for as long as you use our Applications and for a reasonable time thereafter. We will retain Automatically-Collected information for up to 24 months and thereafter may store it in aggregate.

Children's Online Privacy Protection Act (COPPA) Compliance:

We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at team@promptsmart.com. We will delete such information from our files within a reasonable time.

Security

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to your information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavor provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

Changes

This Privacy Policy may be freely amended for any reason. We will notify you of any changes to our Privacy Policy by posting our most current Privacy Policy on the promptsmart.com website and by providing conspicuous links to the posted policy within our Applications. You are advised to consult this Privacy Policy regularly for any changes, as continued use of our Applications is deemed to be a consent to the terms of this policy.

Your Consent

By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. "Processing," means using cookies on a computer/hand held device or using or touching information in any way, including, but not

limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the United States. If you reside outside the United States your information will be transferred, processed and stored in the United States under United States privacy standards.

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.

If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email at team@promptsmart.com

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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