

## PRIVACY POLICY

### § 1 Definition of Terms

- (1) EFFICIENT ELEMENTS (Efficient Elements GmbH, Troppauer Str. 34, 74321 Bietigheim-Bissingen, Germany) is the producer and licensor of the software and the provider of any services delivered (if any) under this agreement.
- (2) ORDER is the document or electronic equivalent, where the CUSTOMER orders the software licenses, including number of software licenses, license fee and all other commercial order data. In the order form or the relevant section of the web shop the CUSTOMER will define the number of “named” USERS.
- (3) SOFTWARE is the “Efficient Elements for presentations” software including templates and documentation.
- (4) USER is the person who is allocated by the CUSTOMER for the personal use of the SOFTWARE.
- (5) CUSTOMER is the entity or person who is named in the ORDER form or any equivalent document and has agreed on these GENERAL TERMS AND CONDITIONS. CUSTOMER can also be a USER.
- (6) PERSONAL DATA are personal details that identify a person, for example name, address, e-mail address or telephone number, accounting data (e.g. VAT number, bank account number and/or credit card information), as well as other unpublished data used in this context.
- (7) ANONYMOUS DATA refers to information that is not connected to PERSONAL DATA and which cannot be used to identify individual persons.
- (8) CONFIDENTIAL INFORMATION includes data and information that are not public knowledge, in particular user passwords and the know-how and trade secrets involved in the SOFTWARE and related services (if any).
- (9) IN WRITTEN FORM also includes electronic communication.

### § 2 Data Collection

- (1) When the CUSTOMER / USER fills in a contact form, subscribes to a newsletter or registers as a user for the order process or any other product use, EFFICIENT ELEMENTS will – in as far as is necessary and with the agreement of the USER – request and store the name of the USER, the name of the CUSTOMER’S organization, additional identification information for the USER in this organization, the USER’S e-mail and postal address, and the USER’S telephone and fax numbers.
- (2) EFFICIENT ELEMENTS will ask the CUSTOMER to provide PayPal, credit card and/or billing information (together named as “PAYMENT INFORMATION”) upon purchase of EFFICIENT ELEMENTS products through the EFFICIENT ELEMENTS website or order form. Where EFFICIENT ELEMENTS utilizes third party payment processors, the CUSTOMER’S PAYMENT INFORMATION will be disclosed to such third parties for card validation and transaction processing. EFFICIENT ELEMENTS will securely store PAYMENT INFORMATION where necessary to process purchases or renewals of products that were purchased.

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- (3) On activation of the SOFTWARE, EFFICIENT ELEMENTS will collect data as follows: license key, license user – as filled in by the USER in the activation form, license organization – as filled in by the USER in the activation form, hardware ID, timestamp, IP address, Microsoft® PowerPoint® version number, SOFTWARE version number.
- (4) If the USER decides to send error reports, the following data will be transmitted: error message generated by the SOFTWARE, error description – as filled in by the USER in error form, user name – as filled in by the USER in error form, contact information (phone, e-mail) – as filled in by the USER in error form, all data transmitted during activation as stated in § 7 (2).
- (5) Other services or websites that are linked to from the EFFICIENT ELEMENTS website may have implemented different guidelines as regards data collection and processing; for this reason, the data protection notices on the respective websites, or the data protection notices for the use of respective services are effective. If the CUSTOMER uses PayPal services for payment, the terms and conditions of this service will apply for the payment process, including the Privacy Policy of PayPal Services with a list of “Third Parties other than PayPal Customers” at [www.paypal.com](http://www.paypal.com).

### **§ 3 Use of Data**

- (1) If PERSONAL DATA is passed on to EFFICIENT ELEMENTS, the CUSTOMER and the USER declares himself in agreement with EFFICIENT ELEMENTS passing on, using and storing this information in all states in which EFFICIENT ELEMENTS is established, or in which EFFICIENT ELEMENTS avails of technical services from a third party. The data processing centers concerned will, by concluding so-called safe harbor agreements between individual locations, adhere to all applicable data protection laws and directives (including the European Parliament and Council directive 95/46/EG).
- (2) EFFICIENT ELEMENTS will only use PERSONAL DATA for the specific reason for which these data were conveyed. PERSONAL DATA will only be passed on to a third party with the express agreement of the USER, or in cases that are allowed by law. Unless otherwise stated, PERSONAL DATA the USER has passed on to EFFICIENT ELEMENTS is only for internal EFFICIENT ELEMENTS use, and for use described in the data protection directive. PERSONAL DATA can, however, be passed on to third party organizations that provide services for EFFICIENT ELEMENTS in the areas of execution of orders, payment processing or administration, or other services described in this document.
- (3) EFFICIENT ELEMENTS can pass on PERSONAL DATA and other information if this is required by virtue of a law, or because of a citation or court ruling, or if it is required in order to answer a query, request or complaint from the USER or from a third party on behalf of the USER.

### **§ 4 Data Storage**

- (1) The USER has the right to enquire of EFFICIENT ELEMENTS, without incurring cost, if his PERSONAL USER DATA (and which data) are being stored by the SOFTWARE. If this information is incorrect or incomplete, EFFICIENT ELEMENTS will correct it as necessary.

- (2) The USER always has the right to demand the deletion of stored PERSONAL DATA, insofar as this is not impeded by any legal obligation to preserve records. This is only the case as long as the data are not required for the fulfillment of a current business connection.
- (3) Data that EFFICIENT ELEMENTS collects from the USER or gathers on him will be deleted out of active databases at the end of this contract, but may still exist in archives. Archives must be kept for billing data and other data required according to tax and commercial law until the period of preservation has passed. What cannot be deleted is the inclusion of the data in a black list, which is required to guard against unwanted e-mail or post.

## **§ 5 General Conditions**

- (1) This PRIVACY POLICY is subject exclusively to German law. The application of the Convention of Contracts for the International Sale of Goods (CISG) of 11.04.1980 – in its most current version – as well as other specifications of international contract law are excluded. If the CUSTOMER is a commercial customer, Munich (Germany) is the jurisdiction for any disputes resulting from and in connection with this contract.
- (2) If individual regulations in this PRIVACY POLICY are or become ineffective, this will not affect the general effectiveness of the remaining regulations contained in this PRIVACY POLICY. This is also true in the case of any loopholes in the regulations.
- (3) In the place of an ineffective regulation or to fill any potential loopholes in this PRIVACY POLICY, an effective and appropriate regulation should come into effect, which most closely resembles what the parties wanted to achieve based on their commercial aims.