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THIS IS TERMS OF SERVICE FOR ACCESS TO TYPINGMASTER ONLINE. USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF THE TERMS OF SERVICE.  
IF YOU, THE SUBSCRIBER OR DEMO USER OF THE SERVICE, DO NOT WISH TO BE BOUND BY THIS TERMS OF SERVICE AND THE REFERENCED POLICIES, DO NOT USE THIS SERVICE.

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## TERMS OF SERVICE

This Terms of Service, Copyright and Trademark Policy and Privacy Policy (collectively, “Terms”) is made between Typing Master Finland Oy, a company incorporated in Finland and having its principal place of business at Helsinki (the "Service Provider") and you, an individual person wanting to use the Service specified herein (the "Subscriber").

These Terms constitute a legally binding agreement (the Agreement) between you and Typing Master Finland Oy governing your access to and use of the Service.

Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms (such as our Copyright and Trademark Policy and Privacy Policy).

## 1. DEFINITIONS

In the Agreement, the following terms shall have the following meanings:

1.1 *Service Provider*. The capitalized term Service Provider refers to Typing Master Finland Oy, the developer, intellectual property rights owner, and publisher of TypingMaster Online service, whose registered office is at Eerikinkatu 4 A 16, 00100 Helsinki, Finland.

1.2 *Subscriber*. You, an individual person, who intends to use the Service specified in paragraph 1.3, either in form of the free trial or full subscription service.

1.3 *Service*. The capitalized term Service refers to TypingMaster Online typing training service, delivered via the Internet, any updates to the service, and any related online documentation.

1.4 *Subscription period*. Subscription period is for 2, 6 or 12 months from the date the Service Provider activates the Subscriber's licensed service, or as determined at onset. Subscription must be renewed before the expiration date to maintain uninterrupted access to the Service. Subscriptions are not automatically renewed.

1.5 *Service fee*. Service fee payable by the Subscriber in consideration of the grant to the Subscriber of full rights to use the Service.

1.7 *Commercial purposes*. Use for the purposes of monetary by means of sale, resale, loan, transfer, hire or any other form of exploitation of the Service.

## 2. FEES AND PAYMENTS; CANCELLATION AND REFUNDS

The Subscriber's Service fee must be fully paid before the Subscriber will be granted full rights to access to the Service.

Current Service fees are posted on TypingMaster web site <http://www.typingmaster.com>. The Service Provider may change Service fees in the normal course of business.

In the event of non-payment of Service fee by the due date of the invoice issued by the Service Provider or its affiliates, upon its consideration, the Service Provider shall have the right to terminate the Service to the Subscriber immediately.

The Subscriber is responsible for any charges associated with accessing the Service, including but not limited to applicable taxes, computer equipment, telephone or Internet connections and access software.

The Subscriber's first subscription to the Service may be cancelled within 15 days from the date of first activation of the Service by the Service Provider. After first 30 contract days or with subscription renewals, Service fees are non-refundable.

Subscriber's cancellation notice must be communicated in writing by email or by mail. Phone calls/messages will not be accepted. The Service Provider will confirm the Subscriber's cancellation request within three business days of the submission/receipt of request.

### **3. GRANT OF LICENSE**

The Service Provider grants the Subscriber, during the Subscription Period, a non-exclusive, non-transferable license to access to the Service according to the terms and conditions described in this Agreement.

The Subscriber acknowledges that the copyright and title to the Service and any trademarks or service marks relating thereto remain with the Service Provider or its suppliers. The Subscriber shall not have any right, title or interest in the Service. Nothing contained in this Agreement gives the Subscriber any rights in the Intellectual Property or confidential information of the Service Provider in the Service.

### **4. PERMITTED USES**

We provide the Service for the Subscriber's personal use only. The Subscriber may not use the Service in a way that is against the law.

The Subscriber may make all use of the Service as is consistent with all applicable copyright laws.

The Subscriber may access the Service from work, school, and home or from a public terminal provided that they keep their account private and logout from the terminal and exit the browser before leaving the terminal. Login IDs and passwords may not be saved on public terminals nor divulged to any third party.

### **5. RESTRICTIONS ON USE**

*Unauthorized use.* The shall not knowingly permit anyone other person to use their private login ID or and password to access the Service.

*Modification of Service.* The Subscriber shall not modify, manipulate, or create a derivative work of the Service.

*Removal of copyright notice.* The Subscriber may not remove, obscure or modify any copyright, trademark, reservation of rights, or any other proprietary language displayed in the Service.

*Commercial purposes.* The Subscriber may not use the Service for commercial purposes.

*Reverse engineering.* The Subscriber may not reduce to human-readable form, disassemble, decompile, unlock, reverse translate, or in any manner decode the Service.

## **6. SERVICE PROVIDER'S OBLIGATIONS**

*Activation of Service.* Within one (1) business days of the date the Service Provider receives full Service fee payment from the Subscriber, the Service Provider shall give the Subscriber full access to the Service and provide the Subscriber with all information and documentation necessary to access the Service.

*Support.* The Service Provider will offer activation support and reasonable levels of continuing support to assist the Subscriber in its everyday use of the Service. The Service Provider will make its support personnel available by email as a primary means of communication for feedback, problem-solving or general questions.

*Quality of service.* The Service Provider shall use its best efforts to ensure that the Service Provider's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber with a quality of service comparable to current standards for information services of similar scope operating via the World Wide Web, as long as the Subscriber is in full compliance with its obligations under this Agreement.

The Service Provider shall use reasonable endeavors to make the Service available to the Subscriber and at all times and on twenty-four hour basis, but cannot guarantee continuous, uninterrupted use especially where the Service Provider must carry out routine maintenance, repairs, reconfigurations or upgrades or in circumstances beyond its control including force majeure. The Service Provider shall use its best effort to restore access to the Service as soon as reasonably possible in the event of interruption or suspension of the Service.

The Subscriber understands that the Service is by nature vulnerable to errors and unscheduled downtime for reasons beyond the Service Provider's control as neither the Service Provider nor any other party has any control over the Internet, which is a global decentralized network of computer systems. In the event the Service Provider, for reasons within its control, is unable to provide the Subscriber with access to the Service for a period exceeding 72 consecutive hours, and the Subscriber timely objects in writing, the Service Provider agrees to extend the Subscription Period for corresponding 24 hour (one day) increments at no additional cost to the Subscriber. Any claim against the Service Provider shall be limited to such credit.

*Service Updates.* The Subscriber understands that from time to time the Service may be added to, modified or deleted from by the Service Provider and/or that portions of the Service may migrate to other formats. The Service Provider shall make reasonable efforts to give sufficient advance notice to the Subscriber of any major changes that affect the functionality of the Service.

## **7. SUBSCRIBER'S OBLIGATIONS**

*Agree to terms of service.* By registering to use the Service, the Subscriber acknowledges that having read and agreed to these Terms.

*Personal use only.* The Service is provided for the Subscriber's personal use only. The Subscriber is responsible for all activity under its Service account.

*Maintaining confidentiality of access passwords.* The Subscriber shall maintain the confidentiality of any Service Login IDs and passwords. The Subscriber shall not allow others to use the Service with their login ID and password.

*Equipment.* The Subscriber shall be responsible for obtaining and maintaining all such equipment, software and communication lines to access the Service. The Service Provider has no responsibility for or liability with respect to the Subscriber's equipment.

*Respect of Service Provider's intellectual property rights.* By using the Service, the Subscriber acknowledges that the Service Provider is the holder of all Intellectual Property or other rights applicable to the Service. The Subscriber shall make reasonable efforts to prevent infringement of any Intellectual Property or other rights of the Service Provider in the Service. The Subscriber shall promptly notify the Service Provider of any infringement that comes to The Subscriber's attention, and take appropriate steps to avoid its recurrence.

## **8. MUTUAL OBLIGATIONS**

*Confidentiality of User Data.* To the extent permitted by law, the Service Provider and the Subscriber agree to maintain the confidentiality of any data relating to the usage of the Service by the Subscriber. Such data may be used solely for customer support and other purposes directly related to the Service and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

*Cure Activities.* In the event of any unauthorized use of the Service, the Subscriber shall cooperate with the Service Provider in the investigation of any unauthorized use of the Service of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use, the Service Provider may terminate access to the Service immediately and will cooperate with the Subscriber to avoid recurrence of any unauthorized use.

## **9. TERM, RENEWAL AND TERMINATION**

*Term.* This Agreement shall continue in effect for duration of Subscriber's license to the Service, from the date the Service Provider activates the Subscriber's licenses to the Service and notifies the Subscriber of access to the Service, or as determined at onset.

*Renewal.* This Agreement will terminate automatically if subscription to the Service is not renewed before the end of the Subscription Period. The Subscriber must renew subscription before the expiration date to maintain uninterrupted access to the Service. The Service Provider shall not automatically renew the Service.

*Termination.* Upon termination of this Agreement for cause, access to the Subscriber's Service account shall be terminated.

If you reside or are located in the EEA, the Service Provider keeps Subscriber's Personally Data for no longer than necessary for the purposes for which the Personally Data is processed. After termination, the Subscriber's user information will be kept on The Service Provider's server for a period of six (6) months in case the Subscriber later wants to renew its subscription, or removed permanently upon the Subscriber's request.

In the event that the Service Provider believes that the Subscriber materially has breached any obligations under this Agreement, or if the Service Provider believes that the Subscriber has exceeded the scope of the Agreement, the Service Provider reserves the right to immediately terminate the Subscriber's access to the Service upon further correspondence. Access will be withheld until the Subscriber cures the breach in form acceptable to the Service Provider.

In the event that the Subscriber believes that the Service Provider materially has breached any obligations under this Agreement, it shall so notify the Service Provider in writing. The Service Provider shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the Subscriber in writing that cure has been effected. If the breach is not cured within thirty (30) day period, the Subscriber will be refunded the pro rata portion of any Service fees the Subscriber has paid for any remaining period of the Service from the date of termination.

In the event that the Service Provider terminates this Agreement for reasons other than the Subscriber's breach of this Agreement, the Subscriber will be refunded the pro rata portion of any Service fees the Subscriber has paid for any remaining period of the Agreement from the date of termination.

## **10. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

Service Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries.

The Service Provider respects the intellectual property rights of Subscribers and other third parties and expects Subscriber to do the same when using the Services. We have adopted and implemented the Service Provider Copyright and Trademark Policy in accordance with applicable laws, including the Digital Millennium Copyright Act.

The Subscriber acknowledge that all copyrights, patent rights, trademarks, services marks, trade secrets and other intellectual property rights relating to the Service, are the sole and exclusive property of the Service Provider and that this Agreement does not convey to the Subscriber or any Authorized User any right, title, or interest therein except for the right to use the Service in accordance with the terms and conditions of this Agreement.

Authorised User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service or Service Content. All trademarks, service marks, logos, trade names, and any other source identifiers on Service used on or in connection with the Service Content are trademarks or registered trademarks of Service Provider in the United States and abroad.

The provisions of this Section shall survive the termination of this Agreement for any reason.

## 11. SERVICE PROVIDER'S WARRANTIES AND LIMITATION OF LIABILITY

Subject to the Limitations set forth elsewhere in this Agreement:

The Service Provider warrants that it has obtained and will use its best endeavors to ensure that it retains all necessary consents, licenses or agreements required for the provision of the Service, and that use of the Service by the Subscriber in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Service.

(a) The Service Provider will use its reasonable endeavors to provide the Subscriber with continuous access to the Service but the Service Provider does not warrant or represent that it can do so since neither the Service Provider nor any other party has any control over the Internet, which is a global decentralized network of computer systems. The Service will not be error free, uninterrupted and will be very variable.

(b) The Service Provider will use its best effort to protect the Service from viruses, worms, trojan horses, or other harmful and destructive components but the Service Provider does not warrant or represent that it can do so since neither the Service Provider nor any other party has any control over the Internet. The Subscriber acknowledges that the information, software or other material accessible over the Internet via the Service may contain viruses, worms, trojan horses, or other harmful and destructive components.

(c) THE SUBSCRIBER MUST ACCEPT THE SERVICES "**AS IS**" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR TITLE.

(d) EXCEPT AS OTHERWISE PROVIDED BY LAW, THE SERVICE PROVIDER IS NOT LIABLE AND WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES WHICH RESULT OR MAY RESULT FROM THE SUBSCRIBER'S AND ANY AUTHORIZED USER'S USE OF THE SERVICE (INCLUDED BUT NOT LIMITED TO DELETION OR LOSS OF FILES, DEFECTS OR DELAYS IN TRANSMISSION OR ANY FAILURE OF THE SERVER OR THE INTERNET) OR THE SUBSCRIBER'S ACCESS TO THE INTERNET OR USE THEREOF FOR ANY PURPOSE WHATSOEVER OR FOR ANY RELIANCE ON OR USE OF INFORMATION, SERVICES OR GOODS PURCHASED ON OR THROUGH THE INTERNET. THE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IF DISSATISFIED WITH THE SERVICE FOR ANY REASON WHATSOEVER, IS TERMINATION OF THE SERVICE AND THIS AGREEMENT BY IMMEDIATELY DISCONTINUING TO USE THE SERVICE. THE SERVICE PROVIDER WILL REFUND A PRO RATA PORTION OF THE PRE-PAID SUBSCRIPTION OR OTHER FEES.

(e) The foregoing warranties are in lieu of all other warranties, express or implied and the Subscriber's sole remedy hereunder.

(f) In the event the Service Provider incurs any liability whatsoever to the Subscriber such liability will in all cases be limited to the subscription fee paid by the Subscriber in the year in which such liability arose. This provision will not apply to the extent limitations of liability are prohibited by law.

(g) The Service Provider is not liable to the Subscriber or any other party who may access the Service via the Subscriber's identifiers with or without the Subscriber's consent for any act or omission of any other entity furnishing products or services which are required by the Subscriber to use the Service. Nor will the Service Provider be liable for any damage or loss due to the fault or negligence of the Subscriber.

(h) Except as provided by law, the Service Provider is not responsible in contract or in tort for the unauthorized access to, or alteration, theft or destruction of e-mails, files, programs, or information of the Subscriber by any person through accident or by fraudulent means or devices, even if such access occurs as a result of the Service Provider's own negligence.

(i) The Service Provider will not be responsible to the Subscriber if changes in any of the Service Provider's facilities, operations, procedures, products or Services, render obsolete the Subscriber's equipment or software, or require modification or alteration to the Subscriber's equipment or software, or otherwise affect performance.

## **12. FORCE MAJEURE**

The Service Provider will not be responsible for any delay in, or failure of, the Service or the Internet due to any occurrence commonly known as force majeure, including war, riots embargoes, strikes, or other concerted acts of workmen (whether of the Service Provider or others), casualties or accidents, or any other causes, circumstances, or contingencies, beyond the Service Provider's control, which prevent or hinder the performance of the Service Provider of any of its obligations hereunder.

## **13. WAIVER OF CONTRACTUAL RIGHT**

Failure or neglect by the Service Provider to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Service Provider's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Service Provider's rights to take subsequent action.

## **14. NON-ASSIGNABILITY**

Neither this Agreement nor the benefit of the Service may be assigned or transferred by the Subscriber whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of the Service Provider No such assignment by the Subscriber howsoever occurring shall relieve the Subscriber of its obligations hereunder.

## **16. ENTIRE AGREEMENT**



This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

## **15. INTERPRETATION**

In this Agreement:

words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa.

Any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns.

The headings to the articles are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

## **16. SEVERABILITY**

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

## **17. MODIFICATION OF TERMS**

The Service Provider reserves the right to modify the Terms at any time in accordance with this provision. If the Service Provider makes changes to the Terms, we will inform the Subscriber about the revised Terms and update the "Last Updated" date at the top of the Terms. The Service Provider will also provide the Subscriber with notice of the modifications by email at least thirty (30) days before the date they become effective. If the Subscriber disagrees with the revised Terms, the Subscriber may terminate this Agreement with immediate effect. The Service Provider will inform the Subscriber about his right to terminate the Agreement in the notification email. If the Subscriber does not terminate this Agreement before the date the revised Terms become effective, the Subscriber's continued access to or use of Services will constitute acceptance of the revised Terms.

## **18. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION**

The parties hereby agree that this Agreement shall be construed in accordance with laws of Finland, excluding its conflicts of law provisions.

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

Any dispute, which may arise between the parties concerning this Agreement, shall be determined by City Court of Helsinki (*Helsingin käräjäoikeus*).

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THIS TERMS OF SERVICE AND THE REFERENCED POLICIES, DO NOT USE THIS SERVICE.

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## Referenced Policies

- [Copyright and Trademark Policy](#)
- [Privacy Policy](#)

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*Effective as of 2 May, 2018*

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## Copyright and Trademark Policy

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The Service provider respects the intellectual property rights of Subscriber's and other third parties and expects the they do the same when using the Services. We reserve the right to suspend, disable, or terminate the accounts of Subscribers who repeatedly infringe or are repeatedly charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you would like to read the DMCA, please visit the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

If you believe in good faith that materials on the Services infringe your copyright, the DCMA provides that you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

1. the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works);
3. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow the Service Provider to locate the material on the Services;
4. the name, address, telephone number, and email address (if available) of the complaining party;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Services can either be sent:

1. via mail: Typing Master Finland Oy, Eerikinkatu 4 A 16, 00100 Helsinki, Finland;
2. online at: <https://www.typingquest.com/contact.html>.

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

The Service Provider also respects the trademark rights of others. Accounts with any other content that misleads others or violates another's trademark may be updated, suspended, disabled, or terminated by the Service Provider in its sole discretion. If you are concerned that someone may be using your trademark in an infringing way on our Services, please contact us at, and we will review your complaint. If we deem appropriate, we may remove the offending content.

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*Effective as of 2 May, 2018*

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## Privacy Policy

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### **Purpose**

This Privacy Policy describes how we ("TypingMaster," "us," "we," or "our") collect, use, process, and disclose your information, including personal information (the Personal Data), in conjunction with your access to and use of our Service.

The Personal Data will be processed in the purpose of administering the access rights and monitoring the progression of the Subscriber in accordance with the Terms of Service.

Also, this Privacy Policy defines the rights and obligations related to information security and the execution of data protection between the Service Provider (the Data controller) and The Subscriber (the Data Subject) and it is an inseparable and essential part of the Terms of Service.

### **1. Information We Collect**

The following information we collect (the Personal Data):

- Name;
- Username and password;
- E-mail address;
- Phone number;
- Postal address;
  
- Payment Information (bank account or credit card information);
  
- Communications with the Service Provider;
- Data derived from the use of The Service (e.g. progression in The Service);
- Registration logs.

### **2. How We Use the Information**

The Service Provider may use the personal data the Subscriber provides online to send the Subscriber information about changes that affect the use of Service or that we feel may be of interest to the Subscriber. Only the Service Provider will send the Subscriber such mailings.

The Service Provider retains server logs and files which contain detailed Authorized User access information including but not limited to date and time of access, login ID employed and statistics relating to the use of Service. This access information may be used by the Service Provider and its agents for customer support purposes.

The Service Provider will not share email addresses with anyone outside the Service Provider or disclose the User information to any third party, except as described below.

The Service Provider shall use its best endeavors to keep confidential from third parties the Subscriber's access information, Authorized User data and usage statistics. In the case that the Service Provider assigns its rights in this Agreement to a third party, the Subscriber may at its discretion require this assignee either to keep such information confidential or to destroy them. The Service Provider will comply with the requirements of the data protection legislation currently in force (more in section 4 Confidentiality).

The Service Provider agrees that it may create, receive from or on behalf of Institution, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). The Service Provider represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the Service Provider protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement.

### **3. Security of Personal Data**

We consider the confidentiality and security of Subscriber's information to be of the utmost importance. We will use industry standard physical, technical and administrative security measures to keep Subscriber's Personally Data confidential and secure and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless such disclosure is necessary in special cases, such as a physical threat to Subscriber or others, as permitted by applicable law.

Because the Internet is not a 100% secure environment we cannot guarantee the security of Personal Data, and there is some risk that an unauthorized third party may find a way to circumvent our security systems or that transmission of your information over the Internet will be intercepted. It is Subscriber's responsibility to protect the security of your login information.

### **4. Confidentiality**

The Service Provider does not have a right to assign the Subscriber's data to any third party or use it to its own purposes without a permission from the Subscriber.

The Service Provider has the right to assign the data in the Service to a third party in case obligated by a law, statute or authorities.

The Service Provider shall ensure that its personnel commit to the level of confidentiality agreed in this Privacy Policy.

## **5. Updating or Deleting Personally Data**

The Subscriber has certain rights in relation to his Personal Data. Subscriber can access his Personally Data and confirm that it remains correct and up-to-date or choose whether or not Subscriber wish to receive material from the Service Provider or some of our partners by logging into the TypingMaster Site and visiting Subscriber's user account page.

If you reside or are located in the EEA, you have the right to request that Service Provider:

- provide access to any Personally Data the Service Provider holds about you;
- prevent the processing of your Personally Data for direct-marketing purposes;
- update any Personally Data which is out of date or incorrect;
- delete otherwise than from the backup files the personal data processed on behalf of the Subscriber
- restrict the way that Service Provider processes the Subscriber's Personally Data;
- provide Subscriber's Personally Data to a third party provider of services; or
- provide you with a copy of any Personally Data which we hold about you.

Service Provider tries to answer every email promptly where possible, and provide a response within the time period stated by applicable law. Keep in mind, however, that there will be residual information that will remain within the Server Provider's databases, access logs and other records, which may or may not contain your Personally Data. Please also note that certain Personally Data may be exempt from such requests in certain circumstances, which may include if Service Provider needs to keep processing your Personally Data to comply with a legal obligation.

When Subscriber emails Server Provider with a request, we may ask that you provide us with information necessary to confirm your identity.

## **6. Questions, Suggestions and Complaints**

If you any privacy-related questions, suggestions, unresolved problems, or complaints you may contact.

If you reside or are located in the EEA, our Data Protection Officer and Privacy Team may assist with all queries regarding our processing of Personally Data.

If you reside or are located in the EEA, you may also make a complaint to our supervisory body for data protection matters (namely the *Tietosuojavaltuutetun*) or seek a remedy through local courts if you believe that your rights have been breached.

## **7. Children's Privacy**

People under 18 (or the legal age in your jurisdiction) are not permitted to use TypingMaster Services on their own. The Service Provider does not knowingly collect any Personal Data from children under the age of 13 and children under 13 are not permitted to register for an account or use our Services. If you believe that a child has provided us with Personal Data, please contact us. If the Service Provider become aware that a child under age 13 has provided us with the Personal Data, we'll delete it.

The Service Provider does not knowingly process data of EU residents under the age of 16 without parental consent. If the Service Provider becomes aware that the data from an EU resident under the age of 16 without parental consent was collected, the Service Provider will take reasonable steps to delete it as quickly as possible. The Service Provider also comply with other age restrictions and requirements in accordance with applicable local laws.

## **8. Changing our Privacy Policy**

The Service Provider has the right to change these terms in case it is justifiable because of the changes in legislation or its interpretation or changes in the Service Provider's business environment. Any change, update, or modification will be effective immediately upon posting on our Site.