
THIS IS AN INSTITUTIONAL TERMS OF SERVICE FOR ACCESS TO THE WEB-BASED TYPING TUTOR APPLICATION PUBLISHED BY TYPINGMASTER FINLAND OY.

USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF THIS TERMS OF SERVICE. IF THE SUBSCRIBER OR AUTHORIZED USERS DO NOT WISH TO BE BOUND BY THIS TERMS OF SERVICE AND THE REFERENCED POLICIES, DO NOT USE THIS SERVICE.

Contents

1. DEFINITIONS	2
2. FEES AND PAYMENTS; CANCELLATION AND REFUNDS	2
3. GRANT OF LICENSE	3
4. PERMITTED USES	3
5. RESTRICTIONS ON USE	4
6. SERVICE PROVIDER'S OBLIGATIONS	4
7. SUBSCRIBER'S OBLIGATIONS	5
8. MUTUAL OBLIGATIONS	6
9. TERM, RENEWAL AND TERMINATION	8
10. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS	7
11. SERVICE PROVIDER'S WARRANTIES AND LIMITATION OF LIABILITY	7
12. FORCE MAJEURE	9
13. WAIVER OF CONTRACTUAL RIGHT	9
14. NON-ASSIGNABILITY	9
15. ENTIRE AGREEMENT	10
16. INTERPRETATION	10
17. SEVERABILITY	10
18. MODIFICATION OF TERMS	10
19. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION	10
Referenced Policies	11
Copyright and Trademark Policy	11

INSTITUTIONAL TERMS OF SERVICE

This Terms of Service, Copyright and Trademark Policy and Privacy Policy (collectively, the 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 the organization which has requested 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 this Agreement carefully, and contact us if you have any questions. By using our Services, you agree to be bound by this Agreement, including the policies referenced in this Agreement (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 a web-based typing tutor service, whose registered office is at Eerikinkatu 4 A 16, 00100 Helsinki, Finland.

1.2 *Subscriber*. The customer institution named in the registration, who has authorized acceptance of this Terms of Service and completed the registration. The Subscriber provides access to the Service to its Authorized Users, and is responsible for payment of fees and implementation of this Terms of Service.

1.3 *Service*. The capitalized term Service refers to the web-based typing tutor application sold under the brand names Typing Quest, TypingMaster and NäppisTaituri, any updates to the application, and any related online documentation.

1.4 *Service Content*. Any content that Service Provider itself makes available using the Service, including proprietary Service Provider content and any content licensed or authorized for use using the Service from a third party.

1.5 *Subscription period*. Subscription period is for one (1) year from the date the Service Provider activates the subscription, or as otherwise determined at onset. Subscription must be renewed before the expiration date to maintain uninterrupted access to the Service.

1.6 *Authorized users*. Authorized users are:

- (a) every member of staff employed by or otherwise accredited by the Subscriber; or
- (b) every student accredited to the Subscriber for the purpose of full-time or part-time attendance; or
- (c) registered users of the Subscriber's library;

in each case who are permitted access to the Service by the Subscriber.

1.7 *Subscription fee*. Subscription fee payable by the Subscriber in consideration of the grant to the Subscriber of rights to use the Service.

1.8 *Commercial purposes*. Use for the purposes of monetary reward (whether by the Subscriber or an Authorized User or any other related entity) 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 Subscription fee must be fully paid or the Service Provider must have received an official Purchase Order from the Subscriber or its representative before the Subscriber will be granted full rights to access to the Service.

Current Subscription fees are posted on Service Provider's website. The Service Provider may change Subscription fees in the normal course of business.

In the event of non-payment of Subscription 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 30 days from the date of first activation of the Service by the Service Provider, and in such case is fully refundable. After first 30 contract days or with subscription renewals, Subscription 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 give Authorized Users access to the Service according to the terms and conditions described in this Agreement.

The Subscriber and its Authorized Users acknowledge that the copyright and title to the Service and any trademarks or service marks relating thereto remain with the Service Provider or its suppliers. Neither the Subscriber nor its Authorized Users shall have right, title or interest in the Service. Nothing contained in this Agreement gives the Subscriber or any Authorized User any rights in the Intellectual Property or confidential information of the Service Provider in the Service.

4. PERMITTED USES

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

Caching. The Subscriber and its Authorized Users may make such temporary electronic copies by means of caching of all or part of the Service as occurs automatically as part of browser's caching and are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Service.

Course Packs. The Subscriber and Authorized Users may use a reasonable portion of the Service in the preparation of Course Packs or other educational materials for classroom use.

Electronic links. The Subscriber and the Subscriber only may provide electronic links to the Service from the Subscriber's intranet or extranet pages, and is encouraged to do so in ways that will increase the usefulness of the Service to Authorized Users. The Subscriber agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by the Service Provider.

Access from public terminals. Authorized Users 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 Subscriber or any Authorized User shall not knowingly permit anyone other than Authorized Users to use the Service. In certain situations, based on the license type purchased or institutions type (such as a concurrent user licenses and libraries, respectively), the Service Provider reserves the right to limit access to the Service to a certain number of Internet Protocol ("IP") addresses agreed upon between the Service Provider and the Subscriber; or the Subscriber's web site which uses an authentication system that requires prior registration with the Subscriber or where Authorized Users shall be identified and authenticated by the use of IP addresses provided by the Subscriber to the Service Provider.

Modification of Service. The Subscriber or any Authorized User shall not modify, manipulate, or create a derivative work of the Service without the prior written permission of the Service Provider.

Removal of copyright notice. The Subscriber or any Authorized User 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 or any Authorized User may not use the Service for commercial purposes nor may the Subscriber impose special charges on Authorized Users for use of the Service beyond reasonable administrative costs, unless a separate written agreement for commercial use is made with the Service Provider.

Inter-library lending. The Subscriber or any Authorized User may not provide to a user at another library rights to access the Service.

Reverse engineering. The Subscriber or any Authorized User 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 two (2) business days of the date the Service Provider receives an official purchase order or full Subscription 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 and Authorized Users 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 its Authorized Users 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 24 consecutive hours, and the Subscriber timely objects in writing, the Service Provider agrees to extend the Subscription Period for corresponding 24 hours (one day) increments at no additional cost to the Subscriber. Any claim against the Service Provider shall be limited to such credit.

Notification of modifications of Service. 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

Availability of Service to authorized users. The Subscriber shall make access to the Service available to Authorized Users and use all its best efforts to ensure that only Authorized Users are permitted access to the Service. The Subscriber and its Authorized Users 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 or any Authorized User's equipment.

Provision of notice of Terms to authorized users. The Subscriber shall make reasonable efforts to provide Authorized Users with appropriate notice of the Terms under which access to the Service is granted, in particular, any limitations of access or use of the Service as set forth in this Terms.

Provision of notice of intellectual property rights to authorized users. The Subscriber shall make reasonable efforts to provide Authorized Users with notice of any applicable 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.

Protection from unauthorized use. The Subscriber shall implement reasonable procedures to restrict access to Service to Authorized Users and protect the Service from any use that is not permitted under this Agreement. The Subscriber agrees that it is solely responsible for all use of the Service accessed through the Subscriber's password and/or other electronic identifiers with or without its consent and will pay for such use.

So soon as practicable after becoming aware of any breach by an Authorized User of the Terms of Service or any unauthorized use, terminate such Authorized User's access to the Service and take reasonable action to prevent any unauthorized use from continuing, and promptly notify the Service Provider of unauthorized use so that the Service Provider can take preventive action.

Maintaining confidentiality of access passwords. The Subscriber shall maintain the confidentiality of any institutional Login IDs and passwords. The Subscriber shall use reasonable efforts to ensure that Authorized Users do not divulge their login IDs, passwords or links to the Service to any third party or allow others to use the Service with their login ID and password.

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 and its Authorized Users. 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.

Intellectual property. Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party.

Implementation of Developing Security Protocols. The Subscriber and the Service Provider shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

9. TERM, RENEWAL AND TERMINATION

Term. This Agreement shall continue in effect for one (1) year 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. At the Service Provider's option, a limited grace period may be provided to ensure uninterrupted access to the Service pending receipt of renewal subscription confirmation or payment.

Termination. Upon termination of this Agreement for cause, access to the Service by the Subscriber and Authorized Users shall be terminated.

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 this 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 Subscription 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 Subscription fees the Subscriber has paid for any remaining period of the Service 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 Authorized users and other third parties and expects Authorized users 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.

Authorized 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 these Terms:

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 Authorized Users in accordance with Terms 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 and Authorized Users 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 Service Provider hereby warrants that the study material created by the Service Provider and offered in the Service complies with the Children's Internet Protection Act (CIPA). However, the Service Provider cannot be held responsible that custom content added to the Service by the Authorized Users, such as typing test texts, is in compliance with the Children's Internet Protection Act (CIPA). Upon written notification of non-compliance of custom content with CIPA by an Authorized User of the Service, the Service Provider may at its sole option remove such content without consulting the Subscriber.

(d) 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.

(e) 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 AND ANY AUTHORIZED USER'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 TERMS BY IMMEDIATELY DISCONTINUING TO USE THE SERVICE.

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

(g) The Service Provider shall be liable for damages caused by personal data processing to the Subscriber and Authorized Users only:

1. where it has not complied with obligations of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) specifically directed to processors or where it has acted outside or contrary to lawful instructions of the controller, or
2. where it has acted outside or contrary to lawful instructions of the Subscriber.

(h) The Service Provider is not liable for a damage caused to the Subscriber and Authorized Users in case the Service Provider proves, that it is not in any way responsible for the event giving rise to the damage.

(i) Neither of the parties are liable for indirect or consequential damages caused to the other party, except in the case of willful misconduct or gross negligence of the defaulting party.

(j) The Service Provider is not liable for destruction, disappearance or alteration of Subscriber's information or files and subsequent damages and costs such as costs of recreation the files.

(k) 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.

(l) 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 or any Authorized User 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 or any Authorized User.

(m) 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 or any Authorized User 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.

(n) The Service Provider will not be responsible to the Subscriber or to any user if changes in any of the Service Provider's facilities, operations, procedures, products or Services, render obsolete the Subscriber's or any Authorized User's equipment or software, or require modification or alteration to the Subscriber's or any Authorized User'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 Terms 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.

15. ENTIRE AGREEMENT

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

16. 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.

17. SEVERABILITY

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

18. 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.

19. 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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USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF THE SUBSCRIBER OR AUTHORIZED USERS DO NOT WISH TO BE BOUND BY THIS AGREEMENT AND THE OPERATING POLICIES, DO NOT USE THIS SERVICE.

Referenced Policies

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

Effective as of 2 May, 2018

Copyright and Trademark Policy

The Service provider respects the intellectual property rights of Subscriber's, Authorized user's, and other third parties (hereinafter – the Users) and expects the Users to do the same when using the Services. We reserve the right to suspend, disable, or terminate the accounts of users 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 representative, 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. via email: legal@typingmaster.com.

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 email us at legal@typingmaster.com, and we will review your complaint. If we deem appropriate, we may remove the offending content.