

Timo Boll Interactive Games privacy policy

This privacy policy sets out how Timo Boll Interactive Games (a trademark of games mill B.V., “**Timo Boll Interactive Games**”), with its address at Puccinilaan 40, 4384MK Vlijsingen, the Netherlands, uses and protects any information that you share with Timo Boll Interactive Games when using www.timo.games and/or the products and services offered by Timo Boll Interactive Games (the “**Timo Boll Interactive Games games**”).

Timo Boll Interactive Games is committed to ensuring that your privacy is protected. Should Timo Boll Interactive Games ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy policy.

Timo Boll Interactive Games may change this policy from time to time. At such time, Timo Boll Interactive Games will notify you by e-mail (if it has such information), and by updating this page. If you have not shared an e-mail address with Timo Boll Interactive Games, please check this page from time to time for the latest information on its privacy practices.

Users

At Timo Boll Interactive Games, you can play all sorts of games. While some functionality can be accessed without registering for an account, you need an account to save your games and benefit from premium features.

Users (“**Users**”) of the Timo Boll Interactive Games games can (i) set up a personal profile, and add various public and non-public information to that profile, such as an avatar and other personal information; (ii) play and share games; and (iii) sign-up for newsletters.

What Timo Boll Interactive Games collects

Timo Boll Interactive Games may collect the following information:

- Information about your use of the Timo Boll Interactive Games games: any information that you provide to Timo Boll Interactive Games when you use the Timo Boll Interactive Games games, including your name, gender and age, and email address. If you are younger than sixteen, please get consent from a parent or legal guardian before you share your email address or other contact information.
- Other general information about your use of the Timo Boll Interactive Games games (not knowingly provided to Timo Boll Interactive Games, but collected via analytics functionality on our sites and in our games, done at an anonymized level).
- Other information about your use of the Timo Boll Interactive Games games: general usage information, including browser history (as sent by your browser), approximate physical location, and IP-addresses.

What Timo Boll Interactive Games does with the information it collects

Timo Boll Interactive Games requires this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Order processing, including by sharing limited information with distributors and operators of the games or other services.
- Timo Boll Interactive Games may periodically send promotional e-mails about new games.
- From time to time, to contact you via e-mail for market research purposes, such as a survey.
- To customize the website according to your interests.
- To improve its products and services in a general manner, using aggregated and anonymous reporting.
- When you invite friends to play a game, or otherwise use the Timo Boll Interactive Games games, Timo Boll Interactive Games will send that message from Timo Boll Interactive Games but include your name, avatar (if you choose one) and email address in the message.

Security

Timo Boll Interactive Games is committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, Timo Boll Interactive Games has put in place suitable physical, electronic and managerial procedures to safeguard and secure the information it collects online.

How Timo Boll Interactive Games uses cookies

A “cookie” is a small data file that can be placed on your device (computer, smart phone, tablet) when you visit certain Internet sites. Timo Boll Interactive Games uses cookies to collect, store, and sometimes track information for statistical purposes, to operate and improve the products and services Timo Boll Interactive Games provides, to manage its network, to authenticate you when you use the Timo Boll Interactive Games games and remember your preferences and registration information.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually change your browser settings to decline cookies if you prefer. This may prevent you from taking full advantage of the Timo Boll Interactive Games games.

Please read the Cookies information page for more information on what cookies Timo Boll Interactive Games uses, and for what purposes.

Third-parties and links to other websites

Some Timo Boll Interactive Games games are offered to Users in conjunction with affiliates or third-party vendors, and Timo Boll Interactive Games may share Users’ e-mail addresses and other (limited) personal data of you with third-party vendors that are used for providing the Timo Boll Interactive Games games to you. These third-party vendors are not allowed to use or disclose Timo Boll Interactive Games games data for any commercial or marketing purposes other than to offer the Timo Boll Interactive Games games and

to administer and improve such programs, and they are bound to a privacy obligation with Timo Boll Interactive Games.

Timo Boll Interactive Games also uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage.

Timo Boll Interactive Games may disclose personal data or information regarding the use of its Timo Boll Interactive Games games if, for any reason, in Timo Boll Interactive Games' sole discretion it believes that it is necessary to do so in order to satisfy laws, regulations, or other legal requests for such information; to cooperate with law enforcement agencies; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating the Timo Boll Interactive Games Terms of uses or other policies; to operate the Timo Boll Interactive Games games; to protect Timo Boll Interactive Games, its services, employees or advisors, or its Users; or in connection with a proceeding, transaction or proposed transaction involving the transfer of the business or assets to which the information pertains.

The Timo Boll Interactive Games websites may contain links to other websites of interest. However, once you have used these links to leave the Timo Boll Interactive Games sites, you should note that Timo Boll Interactive Games does not have any control over that other website. Therefore, Timo Boll Interactive Games cannot be responsible for the protection and privacy of any information that you provide whilst visiting such sites and such sites are not governed by this privacy policy. You should exercise caution and look at the privacy policy applicable to the website in question.

Location of your information / data export

We collect, process, and maintain your information in the United States and other countries, where privacy laws may not offer the same protection as in your home country. By submitting personal information directly to us, by sending personal information to or through a Service, and/or by your other use of a Service, you consent to the processing, transfer, storage, use, and disclosure of your personal information, as described in this Privacy Policy, to and in the United States or any other country selected by Timo Boll Interactive Games.

Controlling your personal information

Access and control over most personal information on the Timo Boll Interactive Games games is available through profile editing tools. If you want Timo Boll Interactive Games to delete your personal information, to know what information Timo Boll Interactive Games

has about you, or if you believe that any information Timo Boll Interactive Games is holding on you is incorrect or incomplete, please write to Timo Boll Interactive Games, Puccinilaan 40, 4384MK, the Netherlands (The Netherlands), or by email at info@timo.games. Timo Boll Interactive Games will promptly correct any information found to be incorrect.

The processing of personal data by Timo Boll Interactive Games is notified to the Netherlands Data Protection Authority under number m1549752.

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Timo Boll Interactive Games terms of use

These terms form a legally binding agreement that governs your use of the games and other additional products and/or services offered by Timo Boll Interactive Games ("**Timo Boll Interactive Games**", with its address at Puccinilaan 40, 4384MK, Vlissingen the Netherlands), a trademark of games mill B.V., on www.timo.games its other websites and when accessed through third party websites (together, the "**Timo Boll Interactive Games Games**" or a "**Timo Boll Interactive Games Game**"). By using or accessing the Timo Boll Interactive Games Games, you agree to be bound by these terms. If you don't agree to these terms of use, you are not able to play Timo Boll Interactive Games Games. Where these terms of use refer to "**User**", reference is made to the person who plays the Timo Boll Interactive Games Games.

Article 1: Timo Boll Interactive Games games and availability

1.1 The services that Timo Boll Interactive Games provides, consist of providing the Timo Boll Interactive Games Games that Users, after an optional registration, can play on their console, mobile or PC through the Timo Boll Interactive Games website or Timo Boll Interactive Games apps. And of providing additional services in accordance with these terms of use and any other additional applicable terms for the service in question.

1.2 For the availability of the Timo Boll Interactive Games Games, Timo Boll Interactive Games depends on the proper functioning of the systems of the User and of the underlying Internet infrastructure, which Timo Boll Interactive Games cannot control. Timo Boll Interactive Games cannot guarantee that the Timo Boll Interactive Games games are available at all times to the User.

1.3 Timo Boll Interactive Games reserves the right to temporarily interrupt the Timo Boll Interactive Games Games in order to provide for maintenance of, or upgrades or improvements to the Timo Boll Interactive Games games or Timo Boll Interactive Games' computer systems.

Article 2: Establishment of an agreement and User accounts

2.1 With each use of a Timo Boll Interactive Games Game, an agreement is entered into between Timo Boll Interactive Games and User.

2.2 If you decide to register for a User account for the Timo Boll Interactive Games Games, you provide a valid email address, password and a username ("**Login Credentials**") in order to complete the registration process. You are responsible for maintaining the confidentiality of your Login Credentials, and are fully responsible for all activities that occur under your Login Credentials. If you use the Timo Boll Interactive Games Games in a way that is not authorized by these terms of use, including in a way

that is not allowed by any posted community rules, we can suspend your account temporarily or delete it.

2.3 You agree to (i) immediately notify Timo Boll Interactive Games of any unauthorized use of your Login Credentials or any other breach of security, and (ii) ensure that you exit from your account at the end of each play session. You may not register twice or simultaneously use more than one set of Login Credentials when you access or use the Timo Boll Interactive Games Games. Sharing your Login Credentials with anyone else is a violation of these terms of use, and if at any time Timo Boll Interactive Games learns that you have given others access to your Login Credentials, Timo Boll Interactive Games reserves the right to terminate your account and your access to the Timo Boll Interactive Games games immediately.

Article 3: Premium features and currency

3.1 Timo Boll Interactive Games may make certain additional features of the Timo Boll Interactive Games Games available in return for payment. Information on the prices of the premium features offered, the functions included with these premium features and their requirements for use can be obtained from the Timo Boll Interactive Games website and additionally from within each Timo Boll Interactive Games Game that offers premium features. Depending on the premium feature and price, a one-time payment may have to be made in order to credit a User account with features or items which may be used for certain purposes subject to the respective rules of the games on the Timo Boll Interactive Games website, or to make payments which are due periodically, such as on a daily, weekly, monthly, quarterly, semiannual or yearly basis. All prices listed include all possible applicable taxes. Any credit cannot be transferred to another User.

3.2 The Timo Boll Interactive Games Games are updated regularly. Timo Boll Interactive Games reserves the right to offer new (premium) features at any time, and prices advertised on or within Timo Boll Interactive Games Games and in any advertisement can be changed without prior notice. In the course of adapting and developing the games, Timo Boll Interactive Games also reserves the right to discontinue individual (premium) features and/or to offer them only in the basic version of the games. All Users are excluded from reimbursement of fees paid in the event of changes. In the event of a permanent discontinuation of a game, we may credit you for other Timo Boll Interactive Games Games or reimburse all fees paid in advance. If the User is a minor, he or she must have the express approval of a parent or legal guardian, who expressly declares when ordering the premium features that he or she has received the means of payment necessary for these services or were freely available to him or her.

3.3 User agrees that Timo Boll Interactive Games immediately begins with the performance of its services, and that User consequently does have the right to rescind the agreement for a period of fourteen days according to articles 6:230o and 6:230p of the

Dutch Civil Code and the European Consumer Rights Directive (Directive 2011/38/EU).

3.4 Costs incurred for Internet access in order to (be able to) visit or play Timo Boll Interactive Games are for the account and responsibility of the User.

Article 4: Conditions of use of services

4.1 The use by User of the games/services offered by Timo Boll Interactive Games is subject to the restrictions in these terms of use.

4.2 The games/services offered on the the Timo Boll Interactive Games website may only be used for personal and non-commercial purposes.

4.3 When using the games/services offered by Timo Boll Interactive Games it is not permitted to:

- a. infringe on the intellectual property rights of Timo Boll Interactive Games and/or its suppliers, whereby intellectual property rights include copyright, database rights, neighboring rights, trademark rights, patent rights or other rights of industrial or intellectual property;
- b. collect personal data of other Users of Timo Boll Interactive Games games or to publish personal data from anyone other than the User;
- c. make abusive, harassing, offensive, discriminatory, rude or otherwise indecent (all to be assessed by Timo Boll Interactive Games in its sole discretion) comments against one or more individuals or institutions;
- d. to offer goods and/or services for sale, for rent, for loan or otherwise; to advertise;
- e. to disrupt or limit the operation of Timo Boll Interactive Games games, which in any case is understood to include the circumvention of technological protection measures, the damaging of a computerized work and/or stored data of Timo Boll Interactive Games and/or parties engaged by it, and the overloading of computer-systems and/or computer-networks of Timo Boll Interactive Games and/or of parties engaged by it; and/or
- f. to otherwise act in breach of any law or applicable regulation, or to otherwise act unlawfully to or harm Timo Boll Interactive Games and/or third parties engaged by it.

4.4 Timo Boll Interactive Games reserves the right to take all reasonable technical and legal measures, insofar necessary, in order to enforce compliance with these terms of use, including the temporary suspension or permanent deletion of your account.

Article 5: Consent for younger players

5.1 Insofar required User hereby declares to be 13 years of age or older, or to have the consent of his parents/guardians for playing the games and/or use the other services of Timo Boll Interactive Games and to provide Timo Boll Interactive Games with personal data in connection therewith.

Article 6: Intellectual Property

6.1 The intellectual property rights to all games/services offered by Timo Boll Interactive Games are the property of Timo Boll Interactive Games or of a third-party from whom Timo Boll Interactive Games has obtained the right to make available to User (part of) these services.

6.2 Timo Boll Interactive Games hereby gives User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to the games/services offered by Timo Boll Interactive Games, subject to User complying with the provisions of this User agreement.

6.3 Except insofar as permitted by binding law, User may not reproduce, decompile or reverse engineer the software made available to him or her.

Article 7: Warranties

7.1 All games/services offered by Timo Boll Interactive Games games are provided as is. Timo Boll Interactive Games does not warrant that the games/services offered by Timo Boll Interactive Games will operate without interruption, be error free or suitable for any specific purpose, or that errors or other problems will be resolved in new or different versions of the games/services.

Article 8: Limitation of Liability, Indemnity

8.1 The content of Timo Boll Interactive Games Games is compiled and maintained by Timo Boll Interactive Games with constant care and attention. However, errors cannot always be avoided. Consequently, no rights can be derived from the information and services offered on Timo Boll Interactive Games Games. Except in the case of intent or gross negligence, Timo Boll Interactive Games assumes no liability for any damage resulting from the use of Timo Boll Interactive Games Games, or from the use of the games/services offered on Timo Boll Interactive Games Games, or from the incompleteness and/or inaccuracy of the information provided on Timo Boll Interactive Games Games, or for any damage that is the result of Timo Boll Interactive Games games being (temporarily) unavailable.

8.2 Timo Boll Interactive Games cannot be held liable for damages, as a result of the use of Timo Boll Interactive Games VR Games.

8.3 Timo Boll Interactive Games Games contain links and/or hyperlinks, in the form or advertisements or otherwise, to other websites that Timo Boll Interactive Games does not manage or own. These are included for informational purposes only and selected in good faith for Timo Boll Interactive Games' target audience. Timo Boll Interactive Games gives no warranty and accepts no liability for the content, use and availability of such websites.

8.4 Insofar as there is any liability of Timo Boll Interactive Games, this liability is at all times limited per event (whereby a connected series of events counts as one event) to the fees paid in the then current calendar year by User to Timo Boll Interactive Games for the services that gave rise to the liability of Timo Boll Interactive Games.

8.5 The above limitations do not apply in case of intentional acts or gross negligence by Timo Boll Interactive Games.

8.6 You agree to defend, fully and effectively indemnify and hold harmless on demand, Timo Boll Interactive Games, its affiliates, and their respective directors, shareholders, officers, employees, agents, licensees, sub-licensees and assigns, from and against any and all third party claims (threatened or actual), demands, penalties, fines, taxes and insurance, actions, causes of action and liabilities, of any kind whatsoever, for damages, losses, costs and/or expenses (including reasonable external out-of-pocket legal fees and expenses) to the extent resulting from a breach by you of any of your obligations, representations or warranties contained in this agreement.

Article 9: Termination of your account, amendment of the terms

9.1 You may terminate your account, if any, at any time and for any reason by going to your account settings.

9.2 You agree to allow Timo Boll Interactive Games or its representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Timo Boll Interactive Games Games.

9.3 Without prior notice and without any liability of Timo Boll Interactive Games, Timo Boll Interactive Games may terminate your account and/or your use of Timo Boll Interactive Games Games if Timo Boll Interactive Games, in its sole discretion, believes you have violated these terms or any other policy of Timo Boll Interactive Games, furnished Timo Boll Interactive Games with false or misleading information, or interfered with use of the Timo Boll Interactive Games Games by other users. Timo Boll Interactive Games further reserves the right to terminate any accounts that have been inactive for ninety (90) days or longer.

9.4 Timo Boll Interactive Games has the right to amend these terms at any time. If we have a User's e-mail address, we will send the User an e-mail about this. If the changes are negative for the User, and the User objects to the changes of the terms of use, the User and Timo Boll Interactive Games both are entitled to terminate this agreement. Until termination has been finalized, the original terms of use remain in effect. Any payment made for games and/or services that extend beyond the termination date will be reimbursed to the User on a pro-rata basis, subject to reasonable processing fees. Further

claims by the User are considered invalid.

Article 10: Miscellaneous

10.1 Dutch law applies to the Timo Boll Interactive Games Games and the use thereof.

Any disputes arising from the use of Timo Boll Interactive Games games and/or information retrieved from Timo Boll Interactive Games Games will exclusively be submitted to the competent court in the place of registration of Timo Boll Interactive Games (currently, Middelburg, The Netherlands), without prejudice to a Users rights to bring the case before a different court if so prescribed by consumer law.

10.2 In the event that any provision of these terms of use is declared void or unenforceable, parties will replace such void or unenforceable provision(s) with a valid and enforceable provision that is as close as possible to the economic, legal and commercial objectives of the void or unenforceable provision.

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