

# Dynavox Group AB – Terms and Conditions for Boardmaker 7

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## INTRODUCTION

Welcome to Boardmaker! This page provides access to the official Dynavox Group AB (doing business as Tobii Dynavox herein referenced as such) terms, conditions, and policies governing the use of Boardmaker 7 and associated services. Whether you're an individual user, an educator, a caregiver, or part of an organization or reseller network, it's important to understand your rights and responsibilities when using Boardmaker products and platforms.

These documents outline how our software and services may be used, the rules for respectful community interaction, and how we protect your data in accordance with global privacy standards such as the GDPR (General Data Protection Regulation), HIPAA (Health Insurance Portability and Accountability Act), COPPA (Children's Online Privacy Protection Act), and CCPA (California Consumer Privacy Act).

**PLEASE REVIEW THE APPLICABLE TERMS BEFORE INSTALLING OR USING THE SOFTWARE OR SERVICES.**

## Table of Contents

**A. End-User License Agreement (EULA):** Describes how you may install and use Boardmaker 7 software, including licensing terms, restrictions, and ownership rights and terms of use.

**B. myBoardmaker Terms and Conditions & Community Standards:** Covers rules for account creation, online behavior, platform access, content usage, and acceptable conduct within the Boardmaker digital ecosystem.

**C. Special Terms for Institutional Organizations and Resellers:** Outlines additional licensing, data responsibilities, and distribution terms that apply to schools, clinics, and authorized resellers.

**D. Boardmaker Privacy Notice:** Details how we collect, use, store, and share personal data for end users and organizations, with guidance on data subject rights under GDPR and other privacy laws.

**E. California Privacy Rights Notice:** Provides additional disclosures and rights for users residing in California, in accordance with the CPRA.

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# A. END-USER LICENSE AGREEMENT FOR BOARDMAKER 7

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This END-USER LICENSE AGREEMENT ("Terms" and/or "EULA") govern your use of Boardmaker (the "Service") and form a legally binding agreement between you (the individual or entity using the Service) and Dynavox Group AB (doing business as Tobii Dynavox herein referenced as such), including its affiliates (collectively, "we," "us," or "our"). By accessing, installing, or using the Service, you agree to be bound by these Terms

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE BOARDMAKER SOFTWARE OR USING ANY RELATED SOFTWARE. BY SUBSCRIBING, PURCHASING, INSTALLING, OBTAINING, AND/OR USING THE BOARDMAKER SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT SUBSCRIBE, PURCHASE, INSTALL AND/OR USE THE SOFTWARE.**

**IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE ENGLISH VERSION OF THIS AGREEMENT AND ANY TRANSLATION, THE ENGLISH VERSION SHALL PREVAIL.**

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## 1. DEFINITIONS

**"Boardmaker"** refers to the branded Tobii Dynavox software platform, including the web-based and desktop applications, user interfaces, cloud services, and integrated features designed for the creation, distribution, and use of accessible communication and educational materials.

**"Content"** Includes PCS symbols, other symbols, templates, activities, lesson plans, images, videos, and any other materials provided through the Service.

**Institution(s)**, For the purposes of these Terms, "Institution" refers to any educational, clinical, therapeutic, healthcare, or governmental organization, including but not limited to schools, school districts, universities, hospitals, clinics, and care centers that procure and use the Service for non-commercial use by their authorized personnel and direct beneficiaries.

**"Licensed Content"** means any proprietary content made available through the Boardmaker platform that is not part of the core Software, including but not limited to Picture Communication Symbols (PCS), symbol libraries, image sets, video media, templates, and activity bundles. Access to Licensed Content may be restricted based on the Customer's license or subscription level. Commercial use, reproduction, redistribution, or sale of materials derived from Licensed Content, such as PCS-based products, requires a separate agreement with Tobii Dynavox and may be subject to royalty fees.



**"Licensee"** refers to the individual or entity that has acquired a license to use the Service under these Terms.

**"Reseller"** is any entity or individual that has entered into a valid, written distribution agreement with Dynavox Group authorizing them to market, sell, or distribute Boardmaker licenses to end users or institutions, subject to applicable commercial terms and service guidelines.

**"Software"** means the object code versions of the Boardmaker platform provided by Tobii Dynavox under this Agreement, including associated web interfaces, core tools, and system-level features necessary for the use of the platform, as well as standard bundled resources such as templates, activities, and non-commercial media included with a valid license or subscription. The Software may be made available via download, web access, or preinstalled on authorized devices, and is licensed, not sold, subject to the usage limitations outlined herein.

**"Subscription"** means a Tobii Dynavox pricing model, as indicated on an Order, which may apply individually with respect to any product or module constituting part of the Software, or to a bundled group of products or modules, pursuant to which Customer is assessed a fixed annual or other periodic fee (which may be waived in the case of a Trial Subscription, and which may change from time to time) for each period of use of such product or modules (or functionality contained therein).

**"User"** or **"you"** means an individual, caregiver, operator or entity that registers for, accesses, or uses the Service, including, but not limited to educators, therapists, students or patients, caregivers, or authorized resellers, "subscribing, downloading and using or making available for use the Boardmaker Software or otherwise exercising rights under this License. If You are entering into this License as an authorized representative on behalf of a company or educational institution, "You" or ""Your" refers to Your company or educational institution as well.

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## 2. ACCEPTANCE OF TERMS

By clicking **"Accept,"** registering, subscribing or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms. If you are entering into this agreement on behalf of an organization, you represent that you have the authority to bind that organization. If you do not agree, you must not access or use the Service.

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## 3. LICENSE GRANT

Subject to these Terms and any applicable payment, we grant you a limited, non-exclusive, non-transferable, and revocable(see conditions below) license to use Boardmaker solely for educational, therapeutic, personal, or non-commercial purposes. Each Boardmaker Software license is assigned to a single user and may not be shared, transferred, or used by multiple



individuals. Sharing licenses constitutes a breach of this agreement and may result in termination of the license.

If you are a reseller or distributor, separate terms may apply (See section 3F-E below).

You may not sublicense, sell, rent, lease, distribute, or otherwise transfer the Boardmaker Software, Services or Content to any third party unless expressly authorized in writing by us.

**A. Restrictions on Unauthorized Distribution.** If You are a person or company purchasing, subscribing to, downloading, or otherwise making the Boardmaker Software available for use on a device where the Boardmaker Software will be resold, distributed, or otherwise put into commerce by virtue of being contained on a device for sale by You, distributed by You, or otherwise. **Please be aware such actions are in violation of this License.** You are hereby placed on notice that such actions subject You to legal reprimand and expose You to liability for damages in law and equity.

**If You received the Boardmaker Software pre-loaded onto a non-Tobii Dynavox device, please contact Tobii Dynavox at [css@tobiidynavox.com](mailto:css@tobiidynavox.com) in North America and [order.eu@tobiidynavox.com](mailto:order.eu@tobiidynavox.com) in all other countries. Your device may contain an unauthorized version of the Boardmaker Software.**

**B. Ownership and License Grant.** The Boardmaker Software, any Tobii Dynavox third-party applications, and any documentation, interfaces, content, fonts, symbols, and data accompanying this License—whether in read-only memory, on any other media, or in any other form (collectively, the “Boardmaker Software”)—are owned by Tobii Dynavox and licensed, not sold, to You by Tobii Dynavox for use only under the terms of this License. Tobii Dynavox and/or its affiliates and subsidiaries retain ownership of the Boardmaker Software itself and reserve all rights not expressly granted to You herein. You acknowledge and accept that no ownership rights in the Boardmaker Software are being transferred to You in any way, shape, or form.

**C. Support for Unauthorized Devices.** If the Boardmaker Software was installed on a non-Tobii Dynavox approved device, Tobii Dynavox expressly cannot, does not, and will not offer technical support regarding any compatibility issues that may occur between the Boardmaker Software and such unauthorized devices.

#### **D. Volume or Maintenance License.**

1. If You obtained the Boardmaker Software under a volume or maintenance license program with Tobii Dynavox, the terms of Your volume or maintenance license will determine the number of copies of the Boardmaker Software You are permitted to download, install, use, and run on Tobii Dynavox authorized devices You own or control.
2. To the extent You are permitted to deploy or otherwise make available the Boardmaker Software to end users within Your institution or within Your care, You agree to comply with the terms of Your Volume or Maintenance License. You further agree to ensure that each end user is made aware of and comply with the terms and conditions of this License.

3. Except as agreed to in writing by Tobii Dynavox, all other terms and conditions of this License, including but not limited to Section 2C (Usage Limitations), shall apply to Your use of the Boardmaker Software obtained under a volume or maintenance license.

#### **E. Usage Limitations.**

1. If you are a licensed professional caregiver and have obtained access to the Boardmaker Software through a valid license, whether purchased or granted through an approved Tobii Dynavox program such as Semesterware, a product trial, demo license, institutional pilot, or internal clinic evaluation, you are permitted to install and activate the Software on a single device under your control.

The Software may be used only by you, in your professional capacity, and only for non-commercial purposes such as AAC assessments, curriculum development, professional training, or educational preparation. This permission does not authorize the use of student or client data unless explicitly permitted under the terms of your specific license.

2. If You are an individual using a dedicated or funded device, the Boardmaker Software may be installed on a single device for use by that individual as a means of communication or for accessibility support. One license is permitted per individual. A valid purchase or subscription may be required to access the full functionality of the Software, depending on the features included with your device or funding source.
3. If You require additional or different usage of the Boardmaker Software, please contact Tobii Dynavox: [css@tobiidynavox.com](mailto:css@tobiidynavox.com) in North America and [order.eu@tobiidynavox.com](mailto:order.eu@tobiidynavox.com) in all other countries.

#### **F. Trial Subscription.**

At its sole discretion, Tobii Dynavox may offer a Trial Subscription, which will make Software features available on a trial basis, free of charge, until the earlier of (a) the end of the trial period for which Customer registers to use the Software or (b) the start date of any Subscription ordered by the Customer ("Trial Subscription"). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

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## **4. USER ACCOUNTS AND ACCESS**

You may be required to register an account (myBoardmaker) to access certain features. You agree to provide accurate, current, and complete information and to keep your login credentials confidential. You are responsible for all activities that occur under your account.

We reserve the right to suspend or terminate accounts that violate these Terms.

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## 5. PERMITTED USE AND RESTRICTIONS

### You may use Boardmaker for:

- Supporting communication for individuals with diverse needs.
- Creating and using educational materials for classroom, home, or therapy settings.
- Distributing materials within your institution and directly to your students or patients or patients, provided that such distribution complies with the terms of your license.

### You may not:

- Attempting to bypass or breach Boardmaker Service security features measures protecting the Service.
- Copy, modify, reverse-engineer, or create derivative works of the Service or Content.
- Use the Service for commercial exploitation without our written consent.
- You may not use or otherwise export or re-export the Boardmaker except as authorized by the laws of Sweden, United States law, and the laws of the jurisdiction(s) in which the Boardmaker was obtained.
- Share your login credentials or allow multiple users per license (unless a multi-user license is purchased);
- Upload content that is harmful, offensive, or infringes intellectual property rights (see section 5 below).

Violation of this Section is considered a material breach of these Terms and may result in account suspension, license revocation, legal action, or other remedial steps at the sole discretion of Dynavox Group.

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## 6. CODE OF CONDUCT

Users of the Boardmaker Service must uphold respectful, inclusive, and constructive conduct at all times. **The following actions are strictly prohibited and may result in the suspension or revocation of your license, without prior notice:**

- **Any and all Harassment, discrimination, or bullying** based on race, gender, disability, religion, age, sexual orientation, or any other protected characteristic.
- **Threatening or abusive behavior** toward other users, students or patients, or service providers.
- **Uploading or distributing harmful, infringing, obscene, unlawful, or otherwise inappropriate content** through the Service.
- **Violating applicable laws or regulations** in connection with your use of the Service, Software, or Licensed Content.

- **Infringing intellectual property rights**, including those of Tobii Dynavox or any third parties whose content is included in the Software.
- **Unauthorized use of the Software or Licensed Content**, including:
  - Sharing or redistributing your license or login credentials with unauthorized users;
  - Installing the Software for use by individuals not covered by the license;
  - Using the Software or Licensed Content (including Picture Communication Symbols) for commercial purposes without appropriate authorization;
  - Unauthorized copying, sharing, sublicensing, or redistribution of any materials, content, or software components.
- **Tampering with or circumventing technical protections**, such as reverse engineering, hacking, or bypassing digital rights management (DRM) technologies or access restrictions.
- **Failure to make required payments** for your subscription or license as agreed in your Order.

**Violation of this Section constitutes a material breach of these Terms and may result in account suspension, license revocation, legal action, or other remedial measures. Tobii Dynavox reserves the right to take such actions—including suspension of access, termination of user accounts, and legal enforcement—at its sole discretion, depending on the severity of the violation.**

**Zero Tolerance Policy:** Dynavox Group maintains a zero-tolerance policy for abuse, misuse, or conduct that may result in harm to others—**especially minors**. If you suspect the Service is being used to cause harm to a child or vulnerable person, you are urged to contact your local authorities immediately and to report the incident to Dynavox Group and your relevant institution.

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## 7. INTELLECTUAL PROPERTY

Boardmaker and all associated Content are owned by us or our licensors and are protected by copyright, trademark, and other intellectual property laws.

You are granted no ownership or intellectual property rights in the Service other than the limited license provided herein.

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## 8. PRIVACY AND DATA PROTECTION

If You, Your caregiver, company, or institution are using the Boardmaker Software, You agree that Tobii Dynavox and its affiliates and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about that device, computer, system and



application software, and peripherals, that is gathered periodically to provide and improve Tobii Dynavox products and services, facilitate the provision of software updates, provide product support and other services to You, Your company or institution (if any) related to the Boardmaker Software, and to verify compliance with the terms of this License.

Tobii Dynavox may use this information, as long as it is collected in a form that does not personally identify You, for the purposes described above. To enable Tobii Dynavox partners and third-party developers to improve their software, hardware and services designed for use with Tobii Dynavox products, Tobii Dynavox may also provide any such partners or third party developers with a subset of analytic information that is relevant to that partners' or developers' software, hardware and/or services, as long as the analytics information is in a form that does not personally identify You.

We process personal data in accordance with our Privacy Notice, Privacy Policy and applicable data protection laws, including the GDPR (for EU users), COPPA (for U.S. children), and FERPA (for U.S. educational institutions).

By using the Service, you consent to the collection, use, and sharing of personal data as described in our **Boardmaker Privacy Notice** (See Appendix D below).

**If you are an organization, you are responsible for obtaining all necessary consents from your users.**

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## 9. SOFTWARE UPDATES AND SUPPORT

Tobii Dynavox may, at its discretion, make updates, bug fixes, or enhancements to the Boardmaker Software available for your compatible device, including personal computers, tablets, mobile devices, or other approved platforms. Updates may be delivered automatically, require user approval, or require manual action, depending on your device type, operating system, and the settings configured by you or your account administrator.

These updates may introduce new features, improve performance, or resolve issues. Updates may also modify or remove existing features to support system requirements, maintain compatibility, or improve overall functionality. Tobii Dynavox is not obligated to maintain or preserve any specific feature or function in future versions.

Unless otherwise stated in a separate license, all updates and upgrades are governed by these Terms.

Support is available through our designated support channels. While we aim to respond promptly, no guarantees are made regarding response or resolution times.

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## 10. FEES AND PAYMENT

Access to certain features may require payment. Pricing, payment terms, and subscription renewals are governed by our General Terms and Conditions for Sales or as stated in your order form or on our [website](#). Please note for organizations or institutions different Payment terms may apply.

Failure to pay may result in suspension or termination of access.

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## 11. TERMINATION

We may suspend or terminate your access to the Service at any time if you cease payment or violate these Terms.

Upon termination, your license ends, and you must cease all use of the Service and the Boardmaker Software.

We are not liable for any loss of content or data following termination. Additionally, we are not responsible for providing access to, or facilitating the transfer of, any content, data, or materials stored or created within the Service after termination. It is your responsibility to back up and export any content prior to the end of your license or access period.

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## 12. DISCLAIMER AND WARRANTIES

**A.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE BOARDMAKER SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE BOARDMAKER SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT LIES WITH YOU.

**B.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BOARDMAKER SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", INCLUDING ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TOBII DYNAVOX AND TOBII DYNAVOX'S LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BOARDMAKER SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**C.** TOBII DYNAVOX DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE BOARDMAKER SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE BOARDMAKER SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE BOARDMAKER SOFTWARE OR SERVICES WILL

BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE BOARDMAKER SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE BOARDMAKER SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES, AS WELL AS TOBII DYNAVOX PRODUCTS AND SERVICES.

**D.** YOU FURTHER ACKNOWLEDGE THAT THE BOARDMAKER SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE BOARDMAKER SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, MENTAL, OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF MECHANICAL (AND THE LIKE) FACILITIES, VEHICULAR AND AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR ANY WEAPONS.

**E.** NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TOBII DYNAVOX OR A TOBII DYNAVOX AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE BOARDMAKER SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THIS DISCLAIMERS AND WARRANTIES SECTION IS INTENDED TO BENEFIT TOBII DYNAVOX TO THE FULLEST EXTENT PERMITTED BY LAW.

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### **13. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL TOBII DYNAVOX BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE BOARDMAKER SOFTWARE AND SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE BOARDMAKER SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF TOBII DYNAVOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THIS LIMITATION OF LIABILITY SECTION IS INTENDED TO BENEFIT TOBII DYNAVOX TO THE FULLEST EXTENT PERMITTED BY LAW.

In no event shall Tobii Dynavox total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two

hundred fifty dollars (\$250.00) USD. By YOUR agreement, the foregoing limitations will apply even if the above stated remedy fails its essential purpose.

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## 14. SERVICES AND THIRD-PARTY SOFTWARE

**A.** The Boardmaker Software may enable access to Tobii Dynavox cloud services and other Tobii Dynavox services. Use of these Services requires Internet access and use of certain Services may require a myBoardmaker or account, may require You to accept additional terms and conditions, and may be subject to additional fees. By using cloud-based features of the Boardmaker Software or related Tobii Dynavox services, you acknowledge and agree that certain data may be stored or processed in data centers located outside your country. Data residency depends on the specific services you access and may be subject to regional availability, compliance frameworks, and applicable data protection laws.

**B.** myBoardmaker accounts are subject to separate terms (See Appendix A).

**C.** You agree that the services contain proprietary content, information, and material that is owned by Tobii Dynavox and its licensors, and is protected by applicable intellectual property and other laws, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the services or in any manner that is inconsistent with the terms of this License or that infringes any intellectual property rights of a third party or Tobii Dynavox. You agree not to reproduce, modify, rent, lease, lend, sell, distribute, or create derivative works based on the services, in any manner, and You shall not exploit the services in any unauthorized way whatsoever, including but not limited to, using the services to transmit any malware, or by trespass or burdening network capacity.

**D.** In addition, Services that may be accessed, linked to or displayed through the Boardmaker Software are not available in all languages or in all countries or regions. Tobii Dynavox makes no representation that such Services are appropriate or available for use in any particular location. To the extent You choose to use or access such Services, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws and privacy and data collection laws. Tobii Dynavox and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Tobii Dynavox be liable for the removal of or disabling of access to any such Services. Tobii Dynavox may also limit the use of or access to certain Services, in any case and without notice or liability.

**NOTE: The Service may integrate with or reference third-party tools or content. We do not endorse or control third-party content and disclaim all liability arising from your use of such content or services.**

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## 15. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US AND OUR AFFILIATES FROM ANY CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES ARISING FROM YOUR USE OF THE SERVICE OR VIOLATION OF THESE TERMS.

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## 16. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws specified below based on your location, without regard to conflict of laws principles. Disputes will be subject to the arbitration provisions specified.

**A. For residents of the United States, Mexico, or Canada:** This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, without regard to conflict of law principles. All disputes, controversies, and differences arising out of or relating to this Agreement shall be settled amicably through good faith negotiations. If a dispute cannot be resolved amicably, it shall be finally settled by arbitration conducted in Pittsburgh, Pennsylvania, in accordance with the rules of the American Arbitration Association. The arbitral award shall be final and binding upon the Parties, with each Party responsible for its own attorneys' fees and expenses, unless the arbitral award states otherwise.

**B. For residents of the European Union, United Kingdom and the rest of the World:** This Agreement will be interpreted and construed in accordance with the laws of Sweden, without regard to conflict of law principles. All disputes, controversies, and differences arising out of or relating to this Agreement shall be settled amicably through good faith negotiations. If a dispute cannot be resolved amicably, it shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall be conducted in Stockholm, Sweden, in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral award shall be final and binding upon both Parties.

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## 17. ACCESSIBILITY AND COMPLIANCE

We are committed to providing accessible software. If you experience accessibility issues, please contact our support team (see section 20).

## 18. AMENDMENTS

We may update these Terms from time to time. Tobii Dynavox reserves the right to amend this License at any time, without notice to You, by posting the revised terms on its website and/or any store front. In some cases, we may notify you of significant changes. Continued use of the Service after such changes constitutes acceptance of the revised Terms.

## 19. FEEDBACK AND IMPROVEMENTS

You may provide feedback, suggestions, or ideas. By doing so, you grant us a royalty-free, perpetual, and worldwide license to use such feedback to improve our products and services.

## 20. CONTACT



For questions or inquiries, please contact us at:

**Tel:** [+1-800-588-4548](tel:+18005884548)

**Technical:** [boardmakersupport.na@tobiidynavox.com](mailto:boardmakersupport.na@tobiidynavox.com)

**Orders:** [boardmakerCSS@tobiidynavox.com](mailto:boardmakerCSS@tobiidynavox.com)

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## B. myBoardmaker Terms and Conditions & Community Standards

THESE TERMS AND CONDITIONS ("TERMS") GOVERN YOUR USE OF THE MYBOARDMAKER PLATFORM (THE "PLATFORM"), WHICH IS OWNED AND OPERATED BY TOBII DYNAVOX, PART OF THE DYNAVOX GROUP AB AND ITS AFFILIATES ("TOBII DYNAVOX," "WE," "US," OR "OUR"). BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO THESE TERMS.

### 1. ELIGIBILITY AND ACCOUNTS

You must be at least 13 years of age, or such higher age as required by applicable laws in your jurisdiction, to create an account. Where local laws require parental or guardian consent for the processing of personal data of individuals under a certain age (commonly 16), such consent must be obtained prior to account creation. Users are responsible for maintaining the confidentiality of their login credentials and for all activities conducted under their account.

### 2. PERMITTED USE

The Platform is intended solely for educational, therapeutic, and assistive communication purposes. You agree to use it only in compliance with applicable laws and for its intended purposes. Commercial use or resale is prohibited unless explicitly authorized by Tobii Dynavox.

### 3. COMMUNITY GUIDELINES

To foster a safe, respectful, and productive environment, all users agree to abide by the following rules:

#### **Prohibited Content and Activities:**

- Harassment, hate speech, bullying, or discriminatory content
- Pornographic, obscene, or inappropriate material.
- Uploading or distributing copyrighted content without permission
- Misrepresentation or impersonation of individuals or organizations
- Sharing personal information of others without lawful authority or consent
- Spamming or malicious behavior (e.g., viruses, phishing)

#### **Encouraged Conduct:**

- Treat all users with kindness, respect, and professionalism
- Share resources that are age-appropriate and pedagogically sound
- Report violations through the in-platform reporting tools

Violations may result in content removal, account suspension, or termination.

## **4. CONTENT OWNERSHIP AND LICENSING.**

You retain ownership of any materials you create or upload to the Platform. However, by posting or submitting content, you grant Tobii Dynavox a non-exclusive, worldwide, royalty-free, and transferable license to use, reproduce, display, distribute, and share that content across the Platform, in related services, and in other media or formats now known or later developed, for purposes including but not limited to education, training, promotion, and user support. Tobii Dynavox reserves the right to review, moderate, or remove content at its discretion.

## **5. MODERATION AND ENFORCEMENT**

Tobii Dynavox may review and moderate user content to ensure compliance with these Terms. We reserve the right to issue warnings, suspend accounts, or permanently terminate users for repeated or serious violations. Users can report content that breaches these guidelines.

## **6. PRIVACY AND DATA PROTECTION**

Your use of the Platform is also governed by our [Privacy Policy] and is compliant with applicable data protection laws, including GDPR, FERPA, and COPPA where applicable. For users handling student or minor data, you are responsible for obtaining any necessary consents and ensuring lawful processing. For more information see our Privacy Notice (Appendix C & D).

## **7. THIRD-PARTY LINKS AND CONTENT**

The Platform may contain links or references to third-party content. Tobii Dynavox is not responsible for the content or practices of these external sites or services.

## **8. DISCLAIMER AND LIMITATION OF LIABILITY**

The Platform and its contents are provided "as is" and "as available." Tobii Dynavox makes no warranties regarding the accuracy, reliability, or availability of the Platform. To the maximum extent permitted by law, we disclaim all liability for any indirect, incidental, or consequential damages arising from your use.

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## **9. TERMINATION**

You may terminate your account at any time. Tobii Dynavox may suspend or terminate access if you violate these Terms. Upon termination, your access will cease, and content associated with your account may be deleted.

## **10. ADVERTISING AND SPONSORED CONTENT**

myBoardmaker is committed to maintaining an ad-free environment focused on education and assistive communication. Should this policy change, we will provide users with clear information and options regarding any advertising or sponsored content introduced to the platform.

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## 11. AI AND DATA USAGE

We may utilize aggregated and anonymized user data to enhance our services, including the development of AI-driven features aimed at improving user experience. We do not use personal or identifiable content for AI training without obtaining explicit consent from the user. <sup>OBJ</sup>

## 12. CHANGES TO THESE TERMS

We may update this Privacy Notice periodically to reflect changes in legal or regulatory requirements, or our practices. In case of significant changes, we will notify you as appropriate, such as through email notifications or website updates. Please check our Terms and Conditions periodically for the latest information on our practices. Continued use after changes constitutes acceptance

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## 13. GOVERNING LAW

These Terms are governed by the laws specified below based on your location, without regard to conflict of laws principles. Disputes will be subject to the arbitration provisions specified.

**A. For residents of the United States, Mexico, or Canada:** This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, without regard to conflict of law principles. All disputes, controversies, and differences arising out of or relating to this Agreement shall be settled amicably through good faith negotiations. If a dispute cannot be resolved amicably, it shall be finally settled by arbitration conducted in Pittsburgh, Pennsylvania, in accordance with the rules of the American Arbitration Association. The arbitral award shall be final and binding upon the Parties, with each Party responsible for its own attorneys' fees and expenses, unless the arbitral award states otherwise.

**B. For residents of the European Union, United Kingdom and the rest of the World:** This Agreement will be interpreted and construed in accordance with the laws of Sweden, without regard to conflict of law principles. All disputes, controversies, and differences arising out of or relating to this Agreement shall be settled amicably through good faith negotiations. If a dispute cannot be resolved amicably, it shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall be conducted in Stockholm, Sweden, in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral award shall be final and binding upon both Parties.

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## C. Special Terms for Institutional Organizations and Resellers

This Appendix outlines the additional terms that apply specifically to institutions (such as schools, clinics, or healthcare organizations) and authorized resellers that use or distribute Boardmaker (the "Service"). These terms are in addition to the Terms in Segment A above and shall prevail in case of conflict.

By subscribing to, purchasing, accessing, distributing, or using a Boardmaker license as an institution, you acknowledge and agree to be bound by these terms in full.

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### 1. INSTITUTIONAL LICENSING

**1.1. Site Licenses:** Institutions may purchase site or volume licenses permitting installation and use on multiple devices. License scope and pricing depend on the tier selected at the time of purchase.

**1.2. Permitted Users:** Site licenses may be used by staff, educators, therapists, and students or patients or clients directly served by the institution.

**1.3. Device Management:** Institutions are responsible for managing installations and ensuring user accounts under their license comply with these Terms and EULA. Shared devices ~~setups~~ must use secure profiles.

**1.4. Data Protection and Patient or Student Data:** Institutions collecting or processing student or patient data are solely responsible for obtaining all necessary consents and complying with applicable privacy laws, including but not limited to FERPA, COPPA, HIPAA (U.S.) or GDPR (EU).

**1.5. Boardmaker Student Center:** The Boardmaker Student Center application is designed to enable students to access assigned Boardmaker activities on supported platforms, including Tobii Dynavox devices, iPads, Chromebooks, Windows PCs, and Macs. Access to the Student Center requires a valid Boardmaker Professional or District Subscription and is managed by educators or administrators through the subscription account.

Institutions are responsible for managing student assignments, ensuring proper configuration of accessibility settings, and maintaining compliance with license terms. The application supports a range of access methods (e.g., scanning, touch enter, touch exit) to accommodate individual student needs, which must be configured by the responsible educator or therapist.

**1.6. USA Government End Users:** The Boardmaker Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212



or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

**1.7. Archived Student Accounts.** During the term of this Agreement, a student account may be archived by a User with Organization Admin privileges. Archiving stores that Student Data in a read-only fashion until the account is either reactivated or deleted. Archiving an account frees that license to be used by a different Student with a different Login. A limit on the number of Student accounts which may be in the archived state at any given time may be set forth in the Order. Tobii Dynavox may, in its sole discretion, allow storage for archived Student accounts in excess of the stated limit, which may be subject to additional fees.

**1.8. Student Data Export and Retention.** On termination of a Subscription and for 10 days following termination of a Subscription, Customer may request export of a file of the Student Data subject to a data export fee. Customer agrees and acknowledges that (i) Tobii Dynavox is not obligated to retain any Student Data for longer than 30 days after termination, and (ii) Tobii Dynavox has no obligation to retain Student Data, and may delete Student Data, if Customer has breached this Agreement, including but not limited to failure to pay outstanding fees. Upon termination resulting from an uncured breach, Customer's right to access or use Student Data immediately ceases, and Tobii Dynavox shall have no obligation to maintain or make available for download any Student Data.

**1.9. System Availability.** Tobii Dynavox shall use commercially reasonable efforts to make the Software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Tobii Dynavox shall use commercially reasonable efforts to give at least 8 hours' notice and which shall be scheduled to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Tobii Dynavox reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks.

**1.10. Internet Delays.** TOBII DYNAVOX'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. TOBII DYNAVOX IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY TOBII DYNAVOX.

## **2. RESELLER LICENSING**

**2.1. Reseller Authorization:** Only parties with a valid written agreement with Dynavox Group are permitted to act as authorized resellers of Boardmaker.

**2.2. Brand Usage:** Authorized resellers may only use the Boardmaker name, trademarks, and promotional materials in accordance with guidelines provided and must avoid any conduct that could mislead users or damage the reputation of the brand.

**2.3. Customer Support Obligations:** Resellers must ensure that all end users are informed of their rights under these Terms and must either: (a) Provide Tier 1 support directly to their customers; or (b) Direct end users to Dynavox Group AB support channels, as specified in the agreement.

**2.4. Reporting and Compliance:** Resellers agree to maintain accurate records of all distributed licenses and provide periodic sales and usage reports upon request. Resellers must cooperate with audits related to license compliance.

**2.5. Termination:** Authorization to resell may be revoked at any time for breach of these terms, misuse of the brand, or failure to uphold service standards.

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## 3. MISCELLANEOUS

**3.1. Updates and Rollouts:** Institutional administrators and supporting resellers are responsible for deploying product updates in a timely manner and ensuring compatibility with their systems.

**3.2. Content Management:** Institutions and resellers are encouraged to review and curate materials provided to end users, especially if content is shared through public libraries or cloud-based systems.

**3.3. Indemnification:** Institutions and supporting Resellers agree to indemnify and hold harmless Dynavox Group against any claims, liabilities, damages, or losses arising from their respective operations or breach of this Appendix.

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# D. Boardmaker Privacy Notice

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**General Privacy Policy for Boardmaker Service – last updated on the [1st of November 2024].**

**California residents – please refer to “Privacy Notice for California Residents” below.**

We appreciate the trust you place in us by choosing our communication and accessibility solutions. As we embark on this journey together, your privacy and data security are of utmost importance to us.

Tobii Dynavox, part of Dynavox Group AB and its affiliates ("we," "us," or "our"), is committed to safeguarding your privacy. This Privacy Notice outlines how we collect, process, and protect your personal data when you interact with us, use our products and services, or visit our website.

Please note that this policy only covers Dynavox Group AB (Publ)'s use of personal data. Sometimes, other companies buy or license our technology and use it to handle personal data as part of their service offering. In such cases you should refer to the privacy policies of those respective businesses.

Thank you for choosing us!

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## 1. Who are we?

Tobii Dynavox, a part of Dynavox Group AB and its affiliates ("we," "us," or "our"), is dedicated to providing accessible communication solutions while safeguarding your privacy. Dynavox Group AB acts as the Data Controller for the personal data collected from you when you use our products and services or interact with our website.

For questions about this Privacy Notice or how we handle your personal data, please contact us at [privacymanager@tobiidynavox.com](mailto:privacymanager@tobiidynavox.com)

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## 2. What Personal data do we collect?

**We collect personal data in connection with your use of our services. The types of data we collect include:**

- **Account Information:** Information provided at account creation, including name, email address, and organization (e.g., school or therapy center) details to enable access to the platform.

- **Student Profiles and Learning Data:** Data entered by educators, therapists, or parents related to individual students or patients or users, such as names, age, learning goals, progress, and activity results. This information is used to personalize activities and track progress within the platform.
- **Usage Data:** Information on how users interact with Boardmaker, such as feature usage, frequency of use, device type, and system diagnostics, which helps us optimize the service and ensure functionality.
- **Progress Monitoring Data:** Information collected during assigned activity sessions, including time on task, number of attempts, accuracy, selected responses, completion status, and performance trends.
- **Content Data:** Files, templates, communication boards, and other materials created within Boardmaker, which may include user-specific images, symbols, or other custom content used in activities.
- **Device and Technical Data:** Information about the devices used to access Boardmaker, including IP address, browser type, operating system, and error logs, which helps us provide support, functionality and improve compatibility.
- **Financial Data:** Includes details related to transactions, such as billing details, payment records, and invoices.
- **Health Data (where applicable):** if you use our assistive technologies, we may process health-related data only to the extent necessary to provide the service. This processing is done based on explicit consent.

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### 3. Data Collection from Third-Party Sources

In addition to personal data, you provide directly, we may collect information from third-party sources to enhance our services or provide a more personalized experience. For example, if you interact with us through social media or other platforms, we may collect personal data from those services in accordance with your privacy settings on those platforms.

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### 4. Why do we process your Personal Data?

We process personal data to deliver, maintain, and improve our products and services, as well as to comply with legal obligations. Specifically, we may process your data for:

- **Platform Functionality:** To provide, customize, and maintain the Boardmaker platform, including creating and sharing communication boards, schedules, and educational activities tailored to individual user needs.
- **User Support:** To offer technical support and respond to inquiries, ensuring an optimal experience for educators, therapists, and students or patients using Boardmaker

- **Marketing:** By opting into the Boardmaker service, you may receive additional promotional materials via email. You can opt out of these communications at any time by unsubscribing using the link provided in the email.
- **Service Improvement:** To analyze platform usage and performance data to improve Boardmaker's functionality, user experience, and security.
- **Progress Tracking and Reporting:** To enable educators and therapists to track learning progress, document achievements, and adjust educational activities based on student data.
- **Legal Compliance:** To comply with legal obligations, including data protection requirements, and to protect our rights and interests.

**Legal Basis for Processing:** We process personal data based on the following lawful grounds:

- **Performance of a Contract:** Processing is necessary to fulfill the terms of service provided to users through the Boardmaker platform.
- **Explicit Consent (where applicable):** Where you have given explicit consent, particularly for sensitive data.
- **Legitimate Interests:** For purposes such as fraud prevention, ensuring network and data security, and improving our products and services. We ensure these interests do not override your privacy rights by balancing our interests with your expectations.
- **Legal obligations:** When required by law to process data, such as for regulatory compliance.

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## 5. Data Sharing and Transfers

We may share personal data with trusted third parties to support our business operations, including but not limited to:

- **Service Providers:** Partners who help us operate and improve our products and services.
- **HealthCare Providers:** Such as Recommenders, Insurance Companies, and other similar institutions to assist with the funding or evaluation process of our Products.
- **Affiliates within Dynavox Group:** For administrative customer support and marketing purposes.
- **Legal Authorities:** When required by law, we may share data in compliance with legal obligations or for the defense of legal claims.

We may transfer personal data outside the European Economic Area (EEA) only when adequate protections are in place, such as Standard Contractual Clauses, ensuring your data receives the same level of protection as within the EEA.

## 6. How long do we retain your data?

We retain personal data only as long as necessary to fulfill the purposes outlined in this Privacy Notice, considering legal, regulatory, or contractual obligations. For instance:

- **Account Information:** Retained as long as your account is active and for a period afterward to comply with legal requirements.
- **Financial Data:** 7–10 years to comply with jurisdictional financial and tax regulations, ensuring alignment with legal and regulatory requirements across relevant regions.
- **Health Data:** Retained only for the duration necessary to deliver assistive services, subject to your consent. Once personal data is no longer required, it will be securely deleted or anonymized to ensure continued privacy.

Once data is no longer required, we securely delete or anonymize it, in line with data protection regulations.

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## 7. Use of Sub-Processors

To provide our services effectively and securely, Tobii Dynavox engages certain trusted third parties ("Sub-Processors") to process personal data on our behalf. These Sub-Processors support a range of business functions, including product development, technical support, cybersecurity, sales, finance, marketing, and internal operations such as HR and IT services.

We ensure that all Sub-Processors are contractually bound to adhere to data protection obligations that are consistent with the requirements of the GDPR and other applicable privacy laws. Where required, we implement appropriate safeguards, such as the use of Standard Contractual Clauses, to protect personal data transferred outside the EU/EEA.

A current list of our Sub-Processors, including the type of services they provide and their processing locations, is available [here](#). This list is reviewed and updated regularly to reflect any changes.

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## 8. Your rights

You may wish to exercise a right to obtain information about yourself or to correct, update or delete that information. Some of these rights may be subject to some exceptions or limitations in local law. Please note your rights and choices vary depending upon your location. We will take reasonable steps to verify your identity, and we will respond to your request to exercise these rights within a reasonable. subject to the below for specific categories of person.

Under the General Data Protection Regulation (GDPR), you have the following rights regarding your personal data:

- **Access:** You have the right to request access to the personal data we hold about you.
- **Rectification:** You may request that we correct inaccurate or incomplete personal data.
- **Erasure:** You have the right to request that we delete your personal data under certain conditions.
- **Restriction of processing:** You may request that we limit the processing of your personal data in certain circumstances.
- **Data portability:** You may request a copy of your personal data in a structured, commonly used format.
- **Objection:** You may object to the processing of your personal data in certain situations, such as for direct marketing purposes.

To exercise any of these rights, please contact us at [privacymanager@tobiidynavox.com](mailto:privacymanager@tobiidynavox.com)

Find out more about these rights, and how you can exercise them by either contacting Tobii Dynavox AB (Publ) or obtain information from the appropriate supervisory authority. Please see section 12 for contact information.

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## 9. Children's Privacy

Many of our products and services are intended for children under 13 years of age, and we do not knowingly collect personal data from children under this age without verifiable parental consent. If we discover that we have inadvertently collected such data, we will delete it promptly. If you believe that we have collected data from a minor, please contact us as mentioned in section 11 below for contact information.

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## 10. Data Security

We prioritize the security of your personal data. To prevent unauthorized access, loss, or misuse, we use a combination of technical and organizational measures, including encryption, access controls, and secure servers, to protect your information. These measures are continuously reviewed to ensure they meet evolving security standards.



## 11. Changes to Privacy Notice.

We may update this Privacy Notice from time to time to reflect changes in our services, legal or regulatory requirements, or data processing practices. If we make material changes, we will inform you through appropriate channels, which may include email notifications, updates on our website, or in-app notifications.

For users of our software applications, notice of significant updates to this Privacy Notice will typically be provided in the patch notes or release information displayed within the app at the time of an update. We encourage you to review these patch notes and this Privacy Notice regularly to stay informed about how we protect your personal data.

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## 12. How to contact us.

If you have any concerns or questions about our use of your personal information, you can contact us at the following contact information.

Website: [www.tobiidynavox.com](http://www.tobiidynavox.com)

Email: [privacymanager@tobiidynavox.com](mailto:privacymanager@tobiidynavox.com)

Postal Address: Löjtnantsgatan 25, 115 15, Stockholm, Sweden

Attn: Data Privacy Team

The Data Privacy Team for Dynavox Group AB can always be contacted at [privacymanager@tobiidynavox.com](mailto:privacymanager@tobiidynavox.com). You also have the right to lodge a complaint with the Swedish lead supervisory authority, [Integritetsskyddsmyndigheten](https://www.integritetsskyddsmyndigheten.se).

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## 13. California Privacy Rights

We provide California Consumers the privacy rights described in this section. You have the right to exercise these rights via an authorized agent who meets the agency requirements of the CCPA and related regulations. As permitted by the CCPA, any request you submit to us is subject to an identification process. We will not fulfil your CCPA request unless you have provided sufficient information for us to reasonably verify you are the consumer about whom we collected personal information.

If we cannot comply with a request, we will explain the reasons in our response. We will use personal information provided in your request only to verify your identity or authority to make the request and to track and document request responses, unless you also gave it to us for another purpose.



We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or clearly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Additionally, you have the right to make or obtain a transportable copy, no more than twice in a twelve-month period, of your personal information that we have collected in the period that is 12 months prior to the request date and are maintaining. Once we receive and confirm your request, we will disclose to you:

- The categories of PI we have collected about you.
- The categories of sources from which we collected your PI.
- The business or commercial purposes for our collecting or selling your PI.
- The categories of third parties to whom we have shared your PI.
- The specific pieces of PI we have collected about you.
- A list of the categories of PI disclosed for a business purpose in the prior 12 months, or that no disclosure occurred.
- A list of the categories of PI sold about you in the prior 12 months, or that no sale occurred. If we sold your PI, we would explain:
  - The categories of your PI we have sold.
  - The categories of third parties to which we sold PI, by categories of PI sold for each third party.

### **Deletion Request Rights**

Except to the extent, we have a basis for retention under CCPA, you may request that we delete your personal information that we have collected directly from you and are maintaining. Our retention rights include, without limitation, to complete transactions and service you have requested or that are reasonably anticipated, for security purposes, for legitimate internal business purposes, including maintaining business records, to comply with law, to exercise or defend legal claims, and to cooperate with law enforcement. Note also that we are not required to delete your personal information that we did not collect directly from you.

### **Do Not Sell**

We do not sell your personal information as such is defined under the CCPA, and until such time as we change this policy by updating this notice, will treat personal information collected under that policy as subject to a do not sell request.

### **Our and Other's Rights**

Notwithstanding anything to the contrary, we may collect, use and disclose your personal information as required or permitted by applicable law and this may override your CCPA



rights. In addition, we need not honour any of your requests to the extent that doing so would infringe upon our or any other person or party's rights or conflict with applicable law.

### **Changes to Our Privacy Notice**

We reserve the right to amend this notice at our discretion and at any time. When we make changes to this notice, we will notify you through a notice on our website homepage.

### **Contact Information**

If you have any questions or comments about this notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: +46 8 663 69 90

Website: [www.tobiidynavox.com](http://www.tobiidynavox.com)

Email: [privacymanager@tobiidynavox.com](mailto:privacymanager@tobiidynavox.com)

Postal Address: Löjtnantsgatan 25, 115 15, Stockholm, Sweden

Attn: Data Privacy Team