

## TEAMVIEWER END-USER LICENSE AGREEMENT

PLEASE READ THIS TEAMVIEWER END USER LICENSE AGREEMENT (“EULA”) CAREFULLY.

### Preamble

The EULA is a modular contract that governs and defines the terms of the contractual relationship between TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Göppingen, Germany (“**TeamViewer**”) and the entity referred to as the Ordering Activity under GSA Schedule contracts identified in the Order (“**Customer**,” “you,” or Ordering Activity”).

The EULA consists of the following components:

- |    |                                      |   |
|----|--------------------------------------|---|
| A. | Master Terms                         | Applicable to all cases.  |
| B. | Software Specific Terms              | Applicable to your commercial and non-commercial use of TeamViewer software solutions and cloud services.   |
| C. | Hardware Specific Terms              | Applicable to your purchase and/or lease of physical goods, e. g. smart glasses and devices.  |
| D. | Professional Services Specific Terms | Applicable to your purchase of professional services, e. g. installation, configuration, customizations, integration, consulting and training.  |
| E. | Jurisdiction Specific Terms          | The Jurisdiction Specific Terms for Americas (Sec. E.2) apply if the place of purchase or your main seat or residence is in North or South America; otherwise, the Jurisdiction Specific Terms for Rest of World (Sec. <b>Error! Reference source not found.</b> ) apply. |

## A. Master Terms

The Master Terms contain the terms and conditions generally applicable for your contractual relationship with TeamViewer. This part of the EULA will apply to you in any case.

- A.1. Formation of Contract** A contract between TeamViewer and Customer pursuant to this EULA shall be formed, if (i) Customer places an order within the TeamViewer web shop ([www.teamviewer.com](http://www.teamviewer.com)) by clicking on the “Place Order”/“Subscribe”/“Purchase” or similarly named button, and TeamViewer accepts the order (e.g., by sending an order confirmation or license activation to the Customer); (ii) TeamViewer issues a binding quote to Customer and Customer accepts the quote within the prescribed time period set out in the quote or, if no time period is specified, within twenty-one (21) days after issuance date; (iii) Customer and TeamViewer enter into an order document or other form of contractual document; or (iv) in the case of a free-of-charge instance (i.e., Free Version, Trial Use or Test Period), when Customer downloads the Software (defined below).
- If Customer acquires the Software license from an authorized dealer of TeamViewer (“Reseller”), this EULA, with exception for the payment terms, shall apply in relation between Customer and TeamViewer. Any deviating terms, warranties and commitments agreed upon between the Reseller and Customer shall not be binding upon TeamViewer.
- The contractual details as agreed in the individual transaction documents as per processes described above and the EULA together shall form the “Contract”.
- A.2. Fees and Prices** Customer shall pay TeamViewer or its Reseller as applicable the price specified in the Contract.
- A.2.1. Due Date** Unless otherwise specified in the Contract, all fees and charges shall be due ten (10) days after the invoice receipt date and in the currency specified in the Contract.
- A.2.2. Invoicing** Unless otherwise specified in the Contract, TeamViewer shall invoice the respective fee (i) for the Subscription License at the date of the Contract, and, if applicable, subsequently at the beginning of each Renewal Term and (ii) for Professional Services (a) upfront in case of Bundled Package (cf. sec. D.5.1) or Cost Estimate (cf. D.5.3) or (b) in all other cases, monthly after the performed Professional Services.
- The invoicing shall be made either (i) online via an email to the email address provided by the Customer or (ii) – if such an account has been created – through an upload into the Customer’s TeamViewer account and/or the notification of the Customer via email. The Customer shall only be entitled to the delivery of an invoice by mail if the Customer requests the invoice from TeamViewer and pays the respective fee specified in TeamViewer’s applicable price list.
- A.2.3. Payment methods** The invoiced amounts may be paid by credit card. Further payment methods (e.g., SEPA direct debit or check) may be offered during the ordering process.
- A.2.4. Prices, fees, and tax** TeamViewer shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).
- A.2.5. Reserved**
- A.2.6. Reserved**
- i. Reserved.  
ii. :
- A.2.7. Invoicing entities** Customer acknowledges and agrees that payment may be collected and processed by an affiliated company of TeamViewer where Customer has its main seat or residence.
- A.3. Confidentiality** The Products, including the Software, the Services and Professional Services, all manuals, as well as both parties’ data, documentation, and other materials provided by one party (“Disclosing Party”) to the other party (“Receiving Party”), contain, as applicable, essential components (e.g. algorithm and logic), constituting confidential information and trade secrets and shall be deemed the Disclosing Party’s confidential information (“Confidential Information”) regardless of whether it is designated as “confidential”. The Receiving Party will only use Confidential Information in accordance with the Contract and may only disclose Confidential Information to a third party if it is required to fulfil or comply

with its obligations under the Contract and only if the third party is bound by confidentiality obligations which are at least as protective to the Receiving Party as those set forth in this Confidentiality section or to the extent that disclosure is required by law or it is necessary to assert a claim. Any previously concluded confidentiality agreement between TeamViewer and the Customer covering the subject matter of this section shall automatically terminate when the Contract becomes effective. TeamViewer recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor, provided, however, Customer will undertake all measures permitted under applicable law to keep TeamViewer’s information confidential. If a Receiving Party becomes legally required to disclose the Disclosing Party’s Confidential Information, it shall without undue delay inform such Disclosing Party of all relevant particulars relating to the disclosure request unless not permitted by statutory law or the authority requiring disclosure.

- A.4. Data protection** TeamViewer complies with applicable data protection law. TeamViewer collects, processes and uses personal data of Customer in its function as a data controller as set out and in accordance with the relevant Product Privacy Notice attached hereto and available for download under <https://www.teamviewer.com/en/privacy-notice/>. Additionally, for the provision of Services, TeamViewer acts as a processor for Customer’s personal data in accordance with the terms and conditions of the Data Processing Agreement (DPA) attached hereto and provided separately under <https://www.teamviewer.com/en/eula/#dpa>. By using the Products, Customer accepts and agrees that TeamViewer acts as its data processor under the DPA for the data processing related to the Product/the function module(s) in use. The DPA does not apply if Customer is a natural person using the Software or the Services in the course of a purely personal or family activity (cf. Art. 2(2)(c) EU General Data Protection Regulation, "GDPR").
- A.5. Non-personal data** TeamViewer may process non-personal or anonymous data to improve functionality and the Customers’ experience with the Services. Customer agrees that TeamViewer owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective, security as well as marketing or any other purposes.
- A.6. Changes to the EULA** TeamViewer shall be entitled to non-materially amend this EULA, especially - but not limited to - (i) to reflect changes in Services or in business, e.g. new products or features, services or technologies (ii) for legal, regulatory or security reasons and/or (iii) to prevent abuse or harm, upon no less than twenty-eight (28) days prior notice to Customer. Unless Customer notifies TeamViewer in writing of its objection to such amendment within fifteen (15) days of such notice, then the non-material amendment shall be deemed accepted by Customer. If Customer notifies TeamViewer in writing of its objection to such amendment within fifteen (15) days of notice, the Contract shall continue under the existing terms without giving effect to such amendment.
- A.7. No deviating provisions** The Contract contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Any inconsistent or conflicting terms and conditions contained in any purchase order or similar instrument of Customer shall be of no force or effect, unless TeamViewer has explicitly approved such terms and conditions in writing. This requirement of explicit written form approval applies in particular to Customer’s terms and conditions, regardless of whether TeamViewer provides Software or Services to the Customer in knowledge of the Customer’s general terms and conditions without explicitly objecting to them.
- A.8. Warranties; no guarantees** Warranties in this EULA refer to the description of remedies available to Customer in case of non-performance or defective performance and shall not be construed as a guarantee that stands for strict liability without fault. A guarantee of TeamViewer for quality or committed features in the meaning of preceding clause shall only be taken as such if made by TeamViewer in writing (including a signature) and labelled expressively as “guarantee”.
- A.9. Severability; waiver** If any provision of the Contract is found partly or wholly invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of the Contract shall remain in full force and effect. A waiver of any breach or default under the Contract shall not constitute a waiver of any other subsequent breach or default.
- A.10. Communication via email** Unless otherwise specified in the Contract, any notifications and declarations in connection with the Contract may also be made by email. To this end, TeamViewer may use the email address the Customer provided upon registration or in the TeamViewer account. The Customer shall be responsible

for checking its emails regularly and, if necessary, updating its email address. TeamViewer's contact information is available under this link: <https://www.teamviewer.com/en/customer-support/>.

**A.11. Documentation**

User manuals are retrievable online in German and English under <https://www.teamviewer.com/en/documents/>. Any further languages may be offered by TeamViewer at its sole discretion. As between the parties, TeamViewer retains all right, title and interest in and to such documentation and in all copies, modifications and derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, know-how, trademark and other proprietary or intellectual property rights.

## B. Software Specific Terms

The Software Specific Terms contain the terms and conditions that additionally apply to you for the use of: (i) certain software provided by TeamViewer, whether installed on devices of the Customer or accessed via web browser, also including any applications (e. g. apps for mobile terminals), add-on components, customized settings and features, and all updates and Release Versions as hereinbelow defined thereof (collectively “**Software**”), and (ii) servers for the establishment of encrypted connections (handshake) and for the forwarding of data packets (routing) in connection with the use of the Software (“**Server Services**”), as well as (iii) any further cloud-based services provided by TeamViewer. The Software, Server Services and other cloud-based services provided by TeamViewer are hereinafter collectively referred to as “**Services**”.

<b>B.1.</b>	<b>License</b>	
<b>B.1.1.</b>	<b>Subscription and Free License</b>	<p>For the use of Software and/or other Services, Customer shall acquire the right of use (“<b>License</b>”) respectively as:</p> <ul style="list-style-type: none"> <li>i. a temporary, i.e., term- or subscription-based, license against recurring payments (“<b>Subscription</b>”); or</li> <li>ii. a limited license free-of-charge (“<b>Free</b>”), granted by TeamViewer for selected Products (including Free Version, test version and Trial Use thereof),</li> </ul> <p>under the conditions herein below.</p>
<b>B.1.1.1.</b>	<b>Subscription</b>	Licenses for Subscription are exclusively available to businesses and not provided to consumers. Businesses in the preceding sentence means a natural or legal person, or a partnership with legal personality, that acts in exercise of trade, business or profession while entering the Contract.
<b>B.1.1.2.</b>	<b>Free Version</b>	TeamViewer may provide a free-of-charge version for selected Software Products to Customer solely for personal and non-commercial purposes (“ <b>Free Version</b> ”). The use for the exercise of Customer’s trade, business or profession, or the use for the purposes for which Customer directly or indirectly receives compensation (e. g. teamwork with colleagues, free support provided to third parties which have bought Customer’s own software or other product), shall not constitute personal usage.
<b>B.1.1.3.</b>	<b>Test Period</b>	If the Contract provides for a test period, Customer may terminate the Contract within seven (7) calendar days of the conclusion of the Contract. In such a case, Customer shall be provided with a refund of any prepaid, unused fees (if any) paid to TeamViewer for the applicable Software that is subject to the test period.
<b>B.1.1.4.</b>	<b>Trial Use</b>	Prior to entering into a Contract, TeamViewer may offer to Customer the opportunity for a trial use for the Services during a defined trial use period (“ <b>Trial Use</b> ”). TeamViewer may also provide Customer with a limited Trial Use license if Customer installs the Free Version and declares that its use of the Software is (at least partly) for commercial purposes.
<b>B.1.2.</b>	<b>Scope of License</b>	<p>The License is granted to Customer herein as non-exclusive, worldwide (subject to applicable export control regulations; unless Customer is expressly granted a limited right to use the Service only in a specific territory in the Contract), non-transferrable and not sub-licensable, and limited to the right to install, run and use the Software on Customer’s own devices, or on any devices in the immediate possession of Customer, for the purpose of operating its own business activities and within the limits of the scope of use specified in the Contract.</p> <p>The rights of use granted under the Contract for Subscription shall be limited in time to the specified term of Subscription and end with the expiry or termination thereof.</p>
<b>B.1.3.</b>	<b>Authorized Users; Named User License</b>	<p>Customer may only provide use of its License to Authorized Users. “<b>Authorized User</b>” means: (i) if Customer is an individual, solely Customer; (ii) if Customer is a legal entity, any current employees, agents, representatives or temporary workers authorized by Customer to use the Software or Services solely for the support of Customer’s internal business, provided that such access and use shall be limited to their provision of services to Customer in scope of their employment or assignment; or (iii) in any other cases subject to written consent by TeamViewer.</p> <p>Customer is responsible for the acts and omissions of its Authorized Users, as well as any other person that accesses and uses the Services by using the access credentials provided by Customer, as its own acts and omissions. All obligations of Customer under this EULA and the respective Contract shall apply fully to any such Authorized Users or other persons as if they were Customers hereunder.</p>

Unless specifically agreed to the contrary in the Contract, the access to and use of the Product under a Subscription License is limited and bound to the specific Authorized User designated by Customer, each identified with a personalized login (Named User License). Group or shared logins are prohibited. Re-assignment is subject to limitation in the Contract.

- B.1.4. Overuse by Quantity** The usable licensed units included in the scope of license acquired by Customer, in particular regarding the amounts of licensed users or agents, managed devices, experts and annually allowed reassignments, etc., shall be specified in the Contract; where the Contract does not contain a specification, the usable licensed units available under the respective license type as stated in the Product Specification (cf. sec. B.2.1) shall apply. If Customer exceeds the quantity of licensed units during the term of Contract, additional license fees will be charged for the excess at the then current list price of TeamViewer or, at the election of TeamViewer, pro rata relating to the price provided in the Contract.
- B.1.5. Prohibited use** Any use of Software and/or other Services that is not expressly granted is prohibited. In particular, Customer shall not, or allow a third party to: (i) attempt to circumvent any technical devices of the Software that are directed at, or have the effect of, enforcing the terms of the EULA; (ii) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code or the object code of the Software; (iii) use the Software under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement or as a spyware; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar on any copy of the Software, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute, the Software or provide access to Services to third parties; or (vi) except as otherwise expressly provided herein, assign, sublicense or otherwise transfer any rights in or to the Software. This shall not affect Customer's mandatory statutory rights.
- B.1.6. Reservation of rights** As between the parties, TeamViewer retains all right, title and interest in and to the Software (including any customization and Release Versions) and in all copies, modifications and derivative works of the Software including, without limitation, all rights to patent, copyright, trade secret, know-how, trademark and other proprietary or intellectual property rights, even if provided to or otherwise contributed by the Customer.
- B.1.7. Source code** The rights of use granted shall not include any rights to the source code of the Software.
- B.1.8. Usage analyses, right to audit and self-declaration** TeamViewer may analyze Customer's use of the Software and/or Services for security reasons as well as for product improvement, license auditing and/or marketing purposes. To that end, TeamViewer may use, at its sole discretion, and implement technical measures regarding the functionality of the Software and/or other Services to assess whether Customer's usage pattern is in line with the indicated usage volume and thus with the chosen license type, and to detect whether the contractually agreed scope of use is being exceeded by Customer. TeamViewer may require Customer, at any time, to provide a self-declaration regarding its actual scope of use and/or usage pattern.
- B.2. Services**
- B.2.1. Product Specification** The functions and features of the Services available in the respective TeamViewer product (each a "Product") are set out at <https://www.teamviewer.com/en/product-descriptions/>, (which is incorporated herein in its entirety), or, as the case may be, individually regulated in an annex to the respective Contract (in each case, a "Product Specification").
- B.2.2. Product Specification for Free Version** A key element of and part of the Product Specification for the Free Version is the display and receipt of personalized marketing messages in the Software as well as the processing of personal data necessary to provide such personalization. In this context, the Free Version also requires cookies, including in certain cases third-party cookies, to be placed on Customer's devices, which enable TeamViewer and third-party recipients to analyze the Customer's usage as well as online usage behavior. Detailed information on the purposes and exact implementation of personalization processes are described in TeamViewer's Privacy Notice and Cookie Policies.
- B.2.3. System Requirements** Customer is responsible for providing the system environment required for the use of respective Software in accordance with the system requirements set forth in the Product Specification.

- B.2.4. Provision, installation, and configuration of Software** Depending on the software types, Software may be provided for electronic download or made accessible via web browser. Customer shall be solely responsible for the download, installation and configuration of the Software. Customized adjustment, development, integration with Customer's system or external software, training of Customer's staff, as well as any additional consulting or support services other than warranty claims provided hereunder, are not included in the scope of Services and shall be subject to express written agreement.
- B.2.5. Server Services** For the establishment of encrypted remote communication connections between different users of the Software, the Software must communicate with servers of TeamViewer (so-called "**handshake**"). In addition, it may be necessary for the transmission of data in the context of a session (e. g. online meeting or remote maintenance) that encrypted data packets be forwarded by servers of TeamViewer (so-called "**routing**"). Such handshake and routing are made available in connection with TeamViewer's Server Services.
- TeamViewer provides Customer with the Server Services subject to the conditions set out in this EULA. Customer acknowledges that the Server Services may be unavailable or include latency from time to time due to causes beyond the reasonable control of TeamViewer. Additionally, Customer acknowledges that the end-to-end connection between different users of the Software is dependent on Customer's internet connection to the data center as well as Customer's use of hardware and software (e. g. PC, operating system) in compliance with System Requirements for the Software, all of which shall not be included in the services provided by TeamViewer and shall be Customer's responsibility at its own costs.
- In case of Free Version, Customer has no claim to demand the provision of the Server Services and TeamViewer may in its sole discretion discontinue or modify the Server Services at any time.
- B.2.6. TeamViewer account** TeamViewer may require Customer (and its Authorized Users) to sign up for a TeamViewer account and being logged in to the TeamViewer account to be able to use the Services. TeamViewer may further set certain account verification requirements that Customer will be required to meet to use the Services.
- B.2.7. Telephone conference number** If, in the context of its Services, TeamViewer provides a telephone conference number for dialing in as an alternative to the audio conference function of the Software, the provider of the respective telecommunication service (and not TeamViewer) shall be solely responsible for the telephone connection of the respective number. The use of the telephone conference number may be subject to a separate fee charged by the respective provider.
- B.2.8. Programming interfaces** At TeamViewer's discretion, it may provide use of programming interfaces or other software interfaces ("**API**") which may enable applications of third parties or of Customer (collectively "**Third-party Software**") to communicate with the Software or the servers provided by TeamViewer as part of the Server Services. TeamViewer, in its sole discretion, may change or switch off APIs at any time without any obligation or liability to Customer. The respective provider shall be responsible for the Third-party Software. The provisions of the Contract shall not apply to any such Third-party Software and TeamViewer is under no obligation to test, validate or otherwise review Third-party Software, and shall have no liability for any Third-party Software or in connection with the use thereof.
- B.2.9. Changes to the Services** Some features and functions of the Product(s) provided by TeamViewer may include or depend on certain third-party components which may be subject to changes by such third parties. TeamViewer is entitled to modify or limit such features and functions, provided this does not materially interfere with the substantial functions of Services.
- TeamViewer reserves the right to change the Software in the context of updates and/or Release Versions as well as other Services (including the System Requirements) for good cause. Such good cause exists especially if the change is required due to (i) a necessary adaptation required by applicable law, regulation, court order, or order of authority; (ii) changes to applicable technical framework conditions (e.g., new encryption standards); or (iii) the protection of system security.
- In the event that TeamViewer materially discontinues the Software or Service or materially diminish functionality of Software or a Service that You have contracted for, You shall be entitled to a pro rata refund for any fees paid not used.
- B.2.10. Release Versions** TeamViewer may, at its sole discretion, but shall not be obligated to, provide releases of the Software for download ("**Release Versions**"). Additional features to the Software which are separately marketed and/or priced by TeamViewer ("**Additional Features**") shall not qualify as Release Versions. All rights of use set forth in the Contract applicable to the Software shall also apply to Release Versions.

Customer is obliged to update the Software with any Release Version at its own cost as soon as reasonably practicable. Customer's systems shall comply with the System Requirements to accommodate new Release Versions. Any malfunctioning of the Software or failure in the Services that is attributable to non-compliance with this section shall be Customer's sole responsibility.

The obligation of Customer holding a previously acquired perpetual license to update the Software shall be limited to the minor Release Versions (e.g., version XX.1, XX.2 "**Minor Release Version**") relating to the main version (e.g., version XX, YY) for which the Perpetual License was acquired. Minor Release Versions may contain the correction of errors, security patches as well as minor improvements of functions (e.g., optimizations in the program execution speed) and will be marked by TeamViewer – in its sole discretion – by a change in the number behind the main version number.

### **B.3. Customer Obligations**

#### **B.3.1. Lawful Use**

Customer shall use the Software and/or other Services only in accordance with the provisions of the Contract and in accordance with laws and regulations applicable to such use, in particular all applicable data protection and export control provisions and shall not infringe any third-party rights in connection with such use.

#### **B.3.2. Export controls and economic sanctions**

Customer acknowledges that the Software and related technical data as well as the Services (collectively "**Controlled Technology**") are subject to the import and export control and economic sanctions laws of Germany, the European Union and the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of German, EU or U.S. law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. Customer further agrees that it will not export, transfer, or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Customer represents that it is not (i) a Restricted Party (as defined below); (ii) currently engaging in any transaction, activity or conduct that could result in a violation of applicable Sanctions (as defined below) and warrants that it will not make available the Controlled Technology directly or indirectly, to, or for the benefit of, any Restricted Party.

This section shall only apply to Customer to the extent that the provisions herein would not result in (i) any violation of, conflict with or liability under EU Regulation (EC) 2271/1996 or (ii) a violation or conflict with section 7 German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or a similar antiboycott statute.

"**Restricted Party**" means any person (i) designated on any Sanctions List, (ii) that is, or is part of, a governmental authority of a Sanctioned Territory, (iii) owned or controlled by, or acting on behalf of, any of the foregoing, (iv) located, organized, or resident in, or operating from, a Sanctioned Territory, or (v) otherwise targeted under any Sanctions.

"**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo under Sanctions.

"**Sanctions**" means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by the US, EU, UN, Germany, or any country where Controlled Technology is imported or re-exported.

#### **B.3.3. Customer Content**

Depending on the Product, TeamViewer may make available to Customer functions for uploading, storing or integrating content by Customer including but not limited to texts, graphics, audio or video files or other digital data and content ("**Customer Content**"). Other than as indicated herein, Customer shall retain all rights to and be wholly responsible for the Customer Content.

Customer ensures that it holds all necessary rights to the Customer Content (e.g., rights to images, trademarks, copyrights, etc.) for processing within the scope of the Contract and subsequently assumes the sole liability and defense against all claims of third parties, asserting claims against TeamViewer due to the alleged violation of trademark rights in connection with Customer Content.

Customer shall ensure that the Customer Content does not contain Prohibited Customer Content. "Prohibited Customer Content" is defined as content that (i) infringes the rights of third parties or violates applicable law; (ii) is illegal, racist or pornographic in nature, glorifies or incites violence, promotes terrorist organizations, incites criminal activity or contains defamatory statements; or (iii) contains or distributes software viruses or other malicious software or harmful files such as Trojan horses, worms or spyware. TeamViewer is not obliged to check whether the Customer Content contains prohibited Customer Content. However, TeamViewer reserves the right to refuse or suspend the



provision of the Services in whole or in part if and to the extent that prohibited Customer Content is uploaded using a user's access data associated with the Customer's license or account.

#### **B.3.4. Customer Hosting**

Following stipulations only apply to the special use case of Customer Hosting as defined below:

Depending on the Product feature and subject to the agreement between the parties for the specific use case, TeamViewer may - in addition to the Software being made available by TeamViewer for installation on Customer's end devices - allow for certain parts of the Product server-side software to be installed and hosted on Customer's own or third-party server infrastructure ("**Customer Hosting**"), thereby replacing the respective Server Services otherwise provided by TeamViewer. TeamViewer provides no warranties or representations and shall subsequently not be liable for the Customer Hosting.

Customer shall ensure that the server infrastructure running the server-side software and all third-party software components required for the performance of Customer Hosting, including operating systems, hardware drivers and auxiliary software is always updated to the latest version available by the respective manufacturer or publisher. TeamViewer shall not be liable for damages resulting from Customer's non-compliance with the update obligations hereunder.

Where TeamViewer reasonably believes that the security or integrity of the Customer Hosting has been compromised, TeamViewer shall at its own discretion have the right to block any connection between the Customer Hosting and the TeamViewer Server Services until the underlying issue has been resolved. TeamViewer shall in such cases without undue delay notify Customer and provide relevant information in that respect.

In the case of Customer Hosting, TeamViewer shall have the right to audit Customer's compliance with the terms of the Contract: (i) every six months, by way of establishing a secure remote connection to the Software installed on Customer's systems, for purposes of evaluation of the usage recorded on Software on Customer's systems. Customer shall make available additional information reasonably necessary to demonstrate compliance with the usage restrictions, including all limitations set out under the Contract; and (ii) once a year, by conducting an audit at the Customer's premises, on which the Software is deployed, for which TeamViewer shall notify Customer no less than five (5) business days prior to such audit and conduct such audit during normal business hours, minimizing the business impact on Customer's normal business operation. At TeamViewer's sole discretion, TeamViewer shall have the right to have the audit performed by a duly authorized third party bound by obligations of confidentiality.

#### **B.4. Limitation of Warranty**

##### **B.4.1. Limited warranty for Subscription**

TeamViewer shall, subject to this section 0 (Software Specific Terms), maintain Software and/or other Services substantially in accordance with the applicable Product Specification using commercially reasonable care and skills during the term of Subscription.

##### **B.4.2. Maintenance**

The maintenance by TeamViewer set out herein does not include (i) any adaptation of the Software to new operating systems or new operating system versions, (ii) adaptation of the Software to the scope of functions of competing products, (iii) establishment of compatibility with new data formats or Release Versions or (iv) provision of any functionality which is no longer supported by TeamViewer.

##### **B.4.3. Error elimination**

Customer may report any Errors in the Services preferably via the web portal provided by TeamViewer under the link <https://www.teamviewer.com/en/customer-support/>. "**Error**" means any defect or malfunction that causes (i) the Software or other Services to fail to perform the substantial functionality and/or expressly committed features in the respective Subscription, or (ii) the use of the Services by Customer to be unavailable or impaired in material aspects. Minor or immaterial deviations from the agreed or assumed characteristics or just slight impairment of use shall not be deemed as Errors.

TeamViewer shall use commercially reasonable efforts to eliminate Errors within a reasonable period of time following Customer's notification of such Errors, for which Customer shall provide comprehensive details of the circumstances relating to the Errors and supporting documentation (e.g. screenshots, protocol data) in its notification, as far as this is possible and can be reasonably expected. TeamViewer may, at its sole option, eliminate Errors by delivering patches or updates, through Release Versions or otherwise. If the elimination of an Error is not available using financially reasonable efforts within a predictable time, TeamViewer shall be entitled to provide temporary workarounds for such Error, provided that the functionalities and availability of the Services are not materially affected.

##### **B.4.4. Infringement of third party right**

If Software infringes a third party's patent or copyright, TeamViewer will, at its sole discretion: (i) obtain for Customer the right to continue using the Software; or (ii) replace or modify the Software so that it

no longer infringes the relevant intellectual property right. If neither of the remedies in (i) or (ii) are reasonably available, either Party shall have the right to terminate the Contract with immediate effect.

- B.4.5. Claims for damages** Any potential claims for damages based on a breach of warranty or defective performance shall be subject to the limitation of liability stipulated in the Jurisdiction Specific Terms.
- B.4.6. No warranty for Free License** Software and/or other Services under Free License are provided as-is. TeamViewer assumes therefore no maintenance obligations and no warranty in relation to Customer holding a Free License, except in the case of fraudulent concealment of defect.
- B.4.7. Limitation period** Customer's remedies and claims for defects shall expire twelve (12) months after the circumstances giving rise to the claim have been discovered by Customer or, in the event of ignorance, twelve (12) months after Customer should reasonably have been aware of them. This shall not apply to the case of fraudulent concealment of defect, or a guarantee period expressly granted by TeamViewer for a longer period.
- B.5. Term and Termination**
- B.5.1. Term, auto-renewal and ordinary termination of Subscription** Unless otherwise specified in the Contract, the initial term of the Contract for Subscription shall be twelve (12) months ("**Initial Term**") and may be renewed for subsequent periods of twelve (12) months (each a "**Renewal Term**") by executing a written order. All references in this EULA to "**Subscription Term**" shall be deemed to mean and include the Initial Term and/or the Renewal Terms, as appropriate.
- Ordinary termination rights are excluded during the Subscription Term.
- B.5.2. Term and ordinary termination of Free Version** Unless otherwise specified, the Contract for Free Version shall be concluded for an unlimited period of time. Either party may terminate the Contract at any time.
- The continued use of Free Version by Customer shall be deemed as acceptance of the terms of this EULA (including without limitation to the Product Specification of Free Versions) and continuation of the Contract thereunder. This shall also apply if Customer indicates disagreement with the EULA by any act or declaration but still uses the Free Version thereafter.
- B.5.3. Extraordinary termination** TeamViewer shall be entitled to extraordinarily terminate the Contract for breach in case of sections B.1.5 (Prohibited use), B.3.1 (Lawful use), B.3.2 (Export controls and economic sanctions), A.4 (Data protection), A.2.6 (Late payment). To the extent a DPA is required in accordance with section A.4, lack of such DPA or termination thereof shall also constitute cause for termination of the Contract. Either party's right to terminate for good cause remains unaffected.
- Notwithstanding the above, termination by the Customer based on non-performance of service in conformity with the Contract shall only be admissible if TeamViewer had been given enough opportunities to eliminate the error/shortcoming and has failed to do so or the subsequent performance was unsuccessful.
- B.5.4. Termination notice** Termination notice, including the notification of non-renewal of Subscription pursuant to section B.5.1, must be made in text form (by signed letter, telefax or email). Customer shall address its termination notice to TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Göppingen, Germany, or by email to [contact@teamviewer.com](mailto:contact@teamviewer.com), or by submitting a ticket on the Customer Portal provided by TeamViewer under the link <https://www.teamviewer.com/en/customer-support/>. TeamViewer may also terminate a Contract by means of a respective notification within the Software.
- B.5.5. Consequences of termination** Upon termination or expiration of the Contract: (i) the granted License shall end forthwith, and Customer shall delete the Software from its computers and refrain from any further use of the Software; (ii) Customer shall no longer have access to the data stored in the Software, the TeamViewer account and the TeamViewer Management Console. Customer shall be solely responsible for exporting the data – as far as possible – prior to the termination or expiration of the term of the Contract by means of the Software functions and to store it for further use. TeamViewer shall not be obligated to any further release of data. (iii) TeamViewer's right to use non-personal or anonymous data in accordance with section A.5. shall survive the termination and remain unaffected. Customer's data that is processed for the purpose of performance of the Contract shall be deleted in compliance with applicable law, the Contract and the Data Processing Agreement, unless TeamViewer is obligated by law to store it. If a deletion is only possible with unreasonable efforts (e.g., in backups), TeamViewer shall be entitled to retain such data and restrict the further processing.

## B.6. Apple Specific Terms

With respect to the use of the specific application of the Software for iOS operating system, available on the App Store ("**TeamViewer iOS App**"), the following provisions shall apply: Apple Inc. ("**Apple**") is not a party to any Contract concluded under this EULA and does not own and is not responsible for the TeamViewer iOS App in any capacity or manner. Apple is not providing any warranty for the TeamViewer iOS App except, if applicable, to refund the purchase price for it. Apple is not responsible for the Services, or any maintenance or support for the TeamViewer iOS App, and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the TeamViewer iOS App, including any third-party product liability claims, claims that the TeamViewer iOS App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the TeamViewer iOS App, including those pertaining to intellectual property rights, must be directed to TeamViewer in accordance with the notice provisions contained in this EULA. The license granted to Customer to use the TeamViewer iOS App is a limited non-transferable license for the use on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by Customer, or as otherwise permitted by the Usage Rules set forth in Apple's Mobile App Store Terms of Service, except that the TeamViewer iOS App may also be accessed and used by other accounts associated with Customer via Apple's Family Sharing or volume purchasing programs. In addition, Customer must comply with the terms of any third-party agreement applicable to Customer when using the TeamViewer iOS App, such as Customer's wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this EULA and, upon Customer's acceptance of this EULA, will have the right (and will be deemed to have accepted the right) to enforce this EULA against Customer as a third-party beneficiary thereof; notwithstanding the foregoing, TeamViewer's right to enter into, rescind or terminate any variation, waiver or settlement under this EULA is not subject to the consent of any third party.

## C. Hardware Specific Terms

The Hardware Specific Terms contain the terms and conditions that additionally apply to your purchase and/or lease of physical goods, e. g. smart glasses, IoT devices or similar items (“**Hardware**”).

### C.1. Hardware Purchase

**C.1.1. Subject Matter** This Part will apply to sale of Hardware to and purchase by the Customer from TeamViewer (“**Hardware Purchase**”).

The subject matter of the Hardware Purchase shall be the supply of the Hardware as provided in the Contract and the transfer of ownership of the Hardware to and the payment of the purchase price agreed by the Customer.

Any additional services related to the Hardware Purchase, including but not limited to the setup, installation, or trainings, shall not be provided under these Hardware Specific Terms. Such services may be agreed between the parties upon request but shall remain subject to a separate agreement and remuneration.

**C.1.2. TeamViewer Obligations** TeamViewer shall grant to Customer the ownership and possession of the Hardware pursuant to the conditions of these Hardware Purchase Terms.

Unless otherwise agreed, the Hardware shall be delivered to the address provided in the Contract.

Customer shall assume the risk of accidental destruction, loss or damage of the Hardware after TeamViewer has handed over the Hardware to the shipping service provider (“**Passing of Risk**”).

**C.1.3. Customer Obligations** Customer shall pay to TeamViewer the purchase price and delivery fees as specified in the Contract.

In deviation to section A.2.2 and unless otherwise agreed, the purchase price shall be due for payment upon Passing of Risk.

Customer shall be responsible for the setup and configuration of the Hardware following the delivery thereof.

**C.1.4. Reservation of Title** The Hardware shall remain the property of TeamViewer until the purchase price has been paid in full. This reservation of title shall be extended to other claims which TeamViewer has against Customer resulting from the latter’s business activities.

Customer is not entitled to set off against claims of TeamViewer, unless the counterclaims are undisputed or confirmed by final judicial award.

**C.1.5. Hardware Requirements** The use of the Hardware by the Customer will be subject to specifications as provided either by TeamViewer or by the Hardware manufacturer.

**C.1.6. Limitation of Warranty / Warranties**

TeamViewer warrants that the Hardware is free of any material defects and defects of title upon the Passing of Risk.

Customer shall examine the Hardware immediately after receipt, insofar as this is feasible in the ordinary course of business, and notify TeamViewer of any found defects without delay, failing which, the Hardware shall be deemed to have been accepted as in compliance with Contract, unless the defect was hidden and not recognizable during the ordinary examination.

In case of material defects of the Hardware or defects in title thereof and at TeamViewer’s discretion, TeamViewer shall either fix the defect or make available to Customer replacement Hardware which is free from defect.

TeamViewer reserves the right to assign to the Customer any claims arising from TeamViewer's liability for material defects and defects of title against the manufacturer, the reseller or other third parties.

If Customer is an entrepreneur, the validity of any claims based on defects in the Hardware shall become statute-barred one (1) year after the Passing of Risk. Entrepreneur in the preceding sentence means a natural or legal person, or a partnership with legal personality, that acts in exercise of trade, business or profession while entering the Contract.

Any claims for damages based on breach of warranty or defective performance shall be subject to limitation of liability stipulated in the Jurisdiction Specific Terms.

## **C.2. Hardware Lease**

### **C.2.1. Subject Matter**

This Part, the hardware lease terms, will apply to the non-permanent transfer of Hardware for use during the duration of the Contract ("**Leased Hardware**") to the Customer by TeamViewer ("**Hardware Lease**").

The subject matter of the Hardware Lease shall be the supply of the Hardware as provided in the applicable Contract and the non-permanent transfer of usage rights and possession of the Hardware and the payment of the agreed fee.

Unless otherwise specified in this section, the Hardware Specific Terms shall apply to the Hardware Lease mutatis mutandis.

### **C.2.2. TeamViewer Obligations**

TeamViewer shall grant to Customer the usage rights to and possession of the Hardware for the term of the Hardware Lease.

### **C.2.3. Customer Obligations**

Upon delivery thereof, Customer shall ensure the proper functioning of the Leased Hardware before commencing use. During the duration of the Hardware Lease, Customer shall treat the Leased Hardware with due care as per the manufacturer's manual and recommendations.

Customer shall bear all operating costs incurred when using the Leased Hardware, including all cleaning and running costs.

All maintenance and repair costs as well as any necessary repairs of the equipment, components and accessories of the Leased Hardware which are based on the use by the Customer shall be carried out by the Customer at Customer's own expense.

Customer shall notify TeamViewer immediately of any damage to the Leased Hardware, providing where available, comprehensive information on the cause of and the person responsible for the damage. In case of damages to the Leased Hardware, which do not regularly occur solely as a result of normal contractual wear and tear, Customer shall bear the burden of proof that the deterioration of the Leased Object was not caused by him and was not his fault.

Customer shall require the prior written consent by TeamViewer in case of Customer wishing for third parties to use the Leased Hardware, including but not limited to subleasing or other complete or partial transfer of possession of the Leased Hardware (together the "**Transfer of Use**"). In the event of any Transfer of Use to third parties, Customer shall be liable for all damage caused by the third party to whom the use of the Leased Hardware was transferred.

### **C.2.4. Term and termination**

Unless otherwise specified in the Contract, the initial term of the Hardware Lease shall be twelve (12) months ("**Initial Term**") and may be renewed for subsequent periods of twelve (12) months (each a "**Renewal Term**") by executing a written order.

A termination by Customer based on non-performance of service in conformity with the Contract shall only be admissible if TeamViewer had been given enough opportunities to eliminate the defects and has failed to do so or the subsequent performance was unsuccessful.

Termination notice, including the notification of non-renewal of Contract pursuant to section B.5, must be made in text form (by signed letter, telefax or email). Customer shall address its termination notice

to TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Goeppingen, Germany or by email to [contact@teamviewer.com](mailto:contact@teamviewer.com).

**C.2.5. Consequence of termination**

Customer shall at his own costs return the Leased Hardware at the end of the Hardware Lease including all accessories, manuals or documents. Should any modifications have been made to the Leased Hardware during the time of the Hardware Lease, Customer shall return the rented item to its original condition upon return.

## D. Professional Services Specific Terms

The Professional Services Specific Terms contain the terms and conditions that apply to the provision of professional services by TeamViewer to support the use of TeamViewer Product(s), e. g. installation, configuration, customizations and integration of Services in Customer's environment or third-party interface, as well as related IT services, consulting and training (collectively "**Professional Services**").

"**Customer**" in this section D refers to the party who orders the Professional Services from TeamViewer, which might not be the same person (Customer in the context of section B of EULA) who acquires the License for the TeamViewer Product.

### D.1. Subject Matter

- D.1.1. Contractual basis** The Professional Services are not included in a Contract for License and therefore the parties explicitly need to agree on the provision of such services. A Contract for Professional Services will be formed pursuant to section A. 1. (ii) or (iii).
- D.1.2. Contract for service** Unless otherwise explicitly stipulated in the Contract, the respective Contract on provision of Professional Services shall be deemed as a contract for service (for contracts governed by German Law, *Dienstvertrag* in the meaning of section 611 BGB (German Civil Code)), and the Professional Services shall be provided on a time and materials basis pursuant to section D.5. The listed items of Professional Services in the quote or other transaction document serve only as a description of the service content and scope and shall not be interpreted as commitment of TeamViewer to a specific success of work, or deliverables fit for the intended use or business purposes of Customer.
- D.1.3. Service description** TeamViewer will perform the Professional Services as described in the transaction documents forming the Contract, in the event of a conflict or inconsistency, in the following descending order:
- A transaction document (e. g. Scope of Work) specifying the service items and performance details in writing signed by both parties;
  - Any further requests, plans, policies or terms of Customer that might be accepted by TeamViewer in connection with a Contract, which shall be confirmed in writing (with signature) to be effective;
  - Service description in a binding quote provided by TeamViewer and accepted by Customer.
- D.1.4. Retention of intellectual property rights; no transfer of title** Except as otherwise expressly agreed to in writing by both parties by designating such deliverables as a "work for hire", the transfer of title or granting of use right (licensing) is not a subject matter included in the service scope of Professional Services, and nothing in a Contract for Professional Services will otherwise function to transfer any of either party's intellectual property rights to the other party, so each party will retain exclusive interest in and ownership of its own intellectual properties. The right of Customer to use any Materials or Work Results delivered by TeamViewer shall be subject to section D.6.
- D.1.5. Third-party service recipient** TeamViewer may, insofar as agreed in the Contract, provide Professional Services on the device or network of a third-party appointed by Customer as service recipient ("**Third-Party Service Recipient**"). In this case, Customer shall be liable for the acts and omission of the Third-Party Service Recipient in receiving the Professional Services as such of its own. The Third-Party Service Recipient is not a party to the Contract, nor shall it be a third-party beneficiary of the Contract. Any deviating contractual conditions, warranties and commitments regarding Professional Services agreed upon between Customer and such Third-Party Service recipient shall not be binding upon TeamViewer.

### D.2. Performance of Professional Services

- D.2.1. Place of performance** The Professional Services will be provided at the place of performance specified in the Contract. If no place of performance is stipulated, the Professional Services will be provided as remote service or at the premises of TeamViewer.
- D.2.2. Schedule** The date of the Professional Services will be scheduled mutually by the parties. Unless otherwise agreed by the parties in writing, time is not of the essence; for contracts under German law, the provision of Professional Services shall not constitute an absolute fixed-date transaction (*absolutes Fixgeschäft*).
- D.2.3. Language** Unless otherwise stipulated in writing by the Parties, the language of the Professional Services will be English.

**D.3. Requirements for the provision of services; Duties and obligations of Customer**

- D.3.1. Customer responsibilities** The provision of Professional Services requires the fulfilment of certain technical requirements placed on the hard- and software as well as network environment which lies in the responsibility of Customer. Customer shall provide cooperation and promote the Professional Services in every phase through active and appropriate participation and contribution. In particular, it shall provide TeamViewer with the required access to and information, documents and data, IT infrastructure and other means necessary for the proper performance and proceeding of the Professional Services.
- D.3.2. On-site Services** If the Professional Services shall be provided on-site and outside the business premises of TeamViewer, Customer shall provide at its own costs the corresponding premises and all technical requirements which are necessary for the purpose, especially the auxiliary equipment required under health and safety laws, the necessary hardware and software, transmission equipment, access, network connections and workspaces. Customer shall be obliged to take all necessary measures at the place of performance to protect the health and ensure the safety of TeamViewer engineers and other auxiliary personnel.
- D.3.3. Customer System** Where the Professional Services shall be performed by accessing the network system of Customer or a third party appointed by Customer (collectively referred to as “**Customer System**”), Customer shall grant TeamViewer, its auxiliary personnel and subcontractors prompt and unimpeded access to such system and its components.
- In case of technical problems with the hardware or software components of Customer System during the Professional Services, Customer will provide expert technical assistance at its own expense. During the Professional Services, Customer will guarantee the availability of at least one employee who is familiar with Customer’s computer systems and processes and who, upon request, will be able to give expert advice and information.
- Customer shall promptly notify TeamViewer of any disruptions, shutdowns or disassembly of Customer System or any IT infrastructural changes which could make it harder or impossible for TeamViewer to perform the Professional Services.
- D.3.4. Data backups** Customer shall be solely responsible for making proper data backups in the Customer System in accordance with the current state of technology and industrial common practice. If Customer has otherwise contractually tasked TeamViewer with a data backup service, the content and scope of the data backup by TeamViewer shall be defined exclusively by such separate contract.
- D.3.5. Software version; installation** Unless otherwise agreed to by the Parties, the Professional Services in relation to the Software (e. g. installation, configuration, application, integration, update), will be provided for the most current version of the Software. Customer is committed to the fulfilment and maintenance of the System Requirements as set out in the EULA for the respective Software. In case that the installation and/or update of the Software is not part of the Professional Services, Customer shall ensure that it has the respective Software installed and updated to the then-current version on its computers (desktop PC or notebook) or mobile devices (e.g. iOS, Android) for the duration of the Professional Services.
- D.3.6. Consequences of non-compliance** If Customer fails to meet its obligations under this section D.3, Customer shall bear all the associated risks and losses.
- If TeamViewer is unable to perform the Professional Services on time or properly for reasons for which the Customer is responsible (e. g. as a result of incorrect, incomplete or delayed provision of services or materials), TeamViewer shall not be liable for any delays as a result.
- D.3.7. Failure of Third-Party Service Recipient** Should the Professional Services be carried out with a Third-Party Service Recipient pursuant to section D.1.5, Customer shall ensure that the Third-Party Service Recipient fulfils the requirements and duties set out herein above. Failure of Third-Party Service Recipient in compliance therewith shall be deemed as Customer’s own failure.

**D.4. Personnel; Sub-contractor.**

- D.4.1. Free choice** TeamViewer shall be free to choose the persons it employs to perform the Professional Services. TeamViewer shall ensure that the persons employed are sufficiently qualified to perform the service. TeamViewer shall be entitled to use subcontractors for the provision of services, including affiliated companies within the meaning of sections 15 et seq. AktG (German Stock Corporation Act).



**D.4.2. No hiring** The persons engaged by TeamViewer to perform the Professional Services are not subject to the authority of the Customer to issue instructions. This shall apply in particular if persons engaged by TeamViewer perform the Professional Services on the Customer's premises. Both parties shall take appropriate measures to prevent the hiring out of employees (*Arbeitnehmerüberlassung*) provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

**D.5. Remuneration**

**D.5.1. Service fees; reimbursement of expenses** Unless otherwise explicitly stipulated in the respective Contract, the Professional Services shall either be (i) remunerated on a time and material basis and invoiced to Customer on a monthly or quarterly basis as chosen by TeamViewer ("**T&M**"); or (ii) purchased as a prepaid bundled package of hours ("**Bundled Package**"), provided (ii) is not available if not permitted by applicable law.

In the case of T&M, billing shall be based on the number of working days performed by TeamViewer. The fees payable for the Professional Services shall be calculated at the then current daily or hourly fee rates for the personnel of TeamViewer. A working day shall be eight (8) hours. Additional or reduced services per working day shall be remunerated pro rata.

In the case of Bundled Package, Customer shall have, unless a shorter time is provided for in the Contract, three hundred and sixty-five (365) days as of the purchase date to use the hours contained in the Bundled Package, otherwise the hours shall expire without refund.

In addition, TeamViewer shall be entitled to reimbursement of the expenses necessary and proven for the provision of the services, including travel expenses, as provided in the Contract in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

**D.5.2. Travel expenses** The costs for the travel, overnight stay, catering and any other incidental costs ("**Travel Expenses**") of the TeamViewer service team will be charged separately to the fees payable for the Professional Services. If not agreed otherwise, the following calculation basis will apply for the invoicing of the Travel Expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document

**D.5.3. Cost Estimate** TeamViewer may quote a cost estimate for the provision of Professional Services in a specific project ("**Cost Estimate**"), including the applicable expenses, if any, and service fees calculated on the basis of a time budget estimated by TeamViewer with its experience in previous similar cases. Save as otherwise stipulated explicitly in the Contract, such time budget shall not be interpreted as a limitation of chargeable service fees. If it turns out during the performance of Professional Services that the quoted time budget is not sufficient for the completion of the project, TeamViewer shall notify Customer and propose a reasonable adjustment of the Cost Estimate in a timely manner.

**D.6. Intellectual Property Rights; use right**

**D.6.1. Materials** TeamViewer may create, develop, supplement, deliver or provide access to, literary works and/or other works of authorship, e. g. software programs (including without limitation to specific or customized versions or applications of Software), program listings, programming tools, documentation, reports, databases, drawings and similar works (collectively "**Materials**") to Customer in frame of the Professional Services for the purpose of testing, analysis or demonstrating a proof of concept. The Professional Services does not include the transfer of titles or intellectual property rights in the Materials. As between the parties, all ownership rights and intellectual property rights (including copyrights and rights of use and exploitation) in and to the Materials shall remain with TeamViewer at any time during and after the performance of the Professional Services.

To the extent required to provide the Professional Services, TeamViewer grants Customer a non-exclusive right to use the Materials according to Part B of this EULA for the term during which TeamViewer provides the Professional Services to Customer. For clarity, if Customer has already acquired an appropriate license to use the Materials, wholly or partly, such license shall take precedence of the license grant under this section D.6.1.

**D.6.2. Work Results** Save otherwise provided in the Contract, as between the parties, TeamViewer is, or shall become as of creation, the sole and exclusive owner of any and all intellectual property rights, including copyrights

and rights of use and exploitation, in the work products arising from its performance of Professional Services, in particular software programs (object and source code) and applications, customization, configuration, implementation, settings, improvement, development of features, in relation to the Software, as well as other work products provided by TeamViewer, e. g. documentation, tools, solutions, test results, analysis and know-how (collectively the “**Work Results**”). If and to the extent any right, title and interest in and to any intellectual property in the Software or Work Results are vested in Customer for any reason, Customer hereby assigns to TeamViewer and TeamViewer hereby accepts any such right, title and interest with effect as of the time of its creation. For the avoidance of doubt, TeamViewer especially reserves the rights to make available any Work Results, or parts thereof, to third parties, e. g. TeamViewer customers, provided such use by TeamViewer shall not infringe any intellectual property rights or business secrets of the Customer. To the extent legally possible, Customer hereby irrevocably waives and agrees never to assert and enforce in any manner any moral rights (*Urheberpersönlichkeitsrechte*) that it may be entitled to in the Software or Work Results, against TeamViewer, any of TeamViewer’s affiliates or successors in interest, or any of TeamViewer’s, its affiliates’ or successors’ customers.

Any right of Customer to use any Work Results shall be subject to a license agreement between the parties. If and to the extent the Work Results relate to an implementation, extension or improvement of Customer’s use of Services, for which Customer has already acquired an appropriate Subscription License from TeamViewer pursuant to section B, such License shall also apply to the use of the related Work Results, unless otherwise agreed by the parties.

**D.7. Warranty**

**D.7.1. Warranty Period**

TeamViewer warrants that it performs each Professional Services using reasonable care and skill of a professional service provider. Any claims for the breach of warranty shall be time-barred by six (6) months from the completion of the applicable Professional Services (the “**Warranty Period**”). If during the Warranty Period, TeamViewer receives written notice from Customer and to the extent that the claimed breach is proven as existing in the performance of the Professional Services, TeamViewer will, at its sole option, promptly re-perform any Professional Services that fail to meet this warranty or refund pro-rata the fees paid for the part of non-conforming Professional Services. This section sets out the sole and exclusive remedies available to Customer based on a breach of Warranty above.

**D.7.2. No commitment**

TeamViewer will not warrant or commit that: i) it will be able to correct all reported defects; or ii) the use of the Products or any other deliverables will be uninterrupted or error free; or iii) the results of the Professional Services will meet the requirements or expectation of Customer, or will serve the intended use or business purposes of Customer. TeamViewer makes no warranties regarding features or services provided by third parties, nor for the compatibilities of Product with such third party solutions. This shall also apply if TeamViewer has been advised of such intended business purposes in advance.

## **E. Jurisdiction Specific Terms**

**E.1. Section E.1 does not apply**

**E.2. Jurisdiction Specific Terms for the Americas**

If the place of purchase or your main seat or residence is located in North or South America, the Jurisdiction Specific Terms for the Americas will additionally apply to you.

**E.2.1. Reserved**

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**E.2.2. U.S. Government Restricted Rights**

The Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in DFARS 227.7202, “*Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation*”, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of the Contract.

**E.2.3. Protected health information**

Unless the parties expressly agree in writing to the contrary, if the Customer is a Covered Entity, Business Associate, or Representative of a Covered Entity or Business

Associate (pursuant to the definition of these terms in 45 C.F.R § 160.103), the Customer agrees not to use any component, function, or other facility in order to create, receive, manage, or transmit any “protected health information” of any kind (pursuant to the definition of this term in 45 C.F.R § 160.103) that would result in TeamViewer being considered a Business Associate or a Representative of a Business Associate.

**E.2.4. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL TEAMVIEWER OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO CUSTOMER FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT, EVEN IF TEAMVIEWER OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL TEAMVIEWER’S LIABILITY EXCEED THE LOWER OF (X) THE FEES CUSTOMER PAID FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR (Y) Reserved. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT TEAMVIEWER’S LIABILITY TO CUSTOMER FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS EULA WILL APPLY REGARDLESS OF WHETHER OR NOT CUSTOMER ACCEPTS THE SOFTWARE, SERVICES OR ANY UPDATES, OR NEW VERSIONS.

**E.2.5. Reserved**

**E.2.6. Process**

TeamViewer shall promptly notify the other party in writing of any action for which TeamViewer believes it is entitled to be indemnified pursuant to section E.2.4 as applicable. If TeamViewer is named a party in any judicial, administrative or other proceeding arising out of or in connection of any breach of any provision of this EULA, a negligent or wrongful act, and/or a violation of any applicable law, TeamViewer will have the option at any time to either

- i. undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Customer will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals or
- ii. to hand over its defense to the indemnifying party, in which case the indemnifying party will provide qualified attorneys, consultants, and other appropriate professionals to represent the party seeking interests at the Customer’s expense. TeamViewer will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that TeamViewer may have tendered its defense to the Customer. Any such resolution will not relieve the party of its obligation to indemnify the other party under section E.2.4.

**E.2.7. Applicable Law and Jurisdiction**

The Contract and any disputes in connection with it shall be exclusively governed by the Federal laws of the United States of America, excluding the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law.

**E.2.8. Disclaimer**

TEAMVIEWER WARRANTS THAT THE SOFTWARE OR ANY SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE OR ANY SERVICES WRITTEN DOCUMENTATION ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THE CONTRACT ARE CUSTOMER’S EXCLUSIVE

WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TEAMVIEWER MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE OR ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

*Version as of January 25, 2024*

## **General Privacy Notice by TeamViewer**

*Version as of March 21st, 2023*

TeamViewer Germany GmbH and its affiliates take protection of your personal data very seriously. Personal data means any information relating to an identified or identifiable natural person, such as name, address, email-addresses, IP address, or user behavior etc. The following document (“**General Privacy Notice**”) provides you with information about the processing of personal data in relation to administration of the contractual relationship between us as described and defined in the [End User License Agreement](#) (“**EULA**”) or any other agreements, as well as all other cases, when you may come in contact with us.

Further to this General Privacy Notice, please refer to our Product Privacy Notices for each of the respective products for detailed information concerning your use of the various TeamViewer products, such as TeamViewer Remote Access and Support, Frontline, IoT, Meeting (formerly blizz), Assist AR, Remote Management, Servicecamp, etc.

### **A. Controller**

TeamViewer Germany GmbH (“**TeamViewer**”), Bahnhofplatz 2, 73033 Göppingen, Germany is controller pursuant to Art. 4 para. 7 General Data Protection Regulation (“**GDPR**”) concerning any processing of personal data for which we determine the purpose and means of processing.

### **B. Data Protection Officer (DPO)**

TeamViewer appointed an external data protection officer (DPO). In addition, TeamViewer established a dedicated Privacy team, which closely collaborates with the DPO. The Privacy team as well as the DPO can be reached at [privacy@teamviewer.com](mailto:privacy@teamviewer.com) or at TeamViewer Germany GmbH, for the confidential attention of the DPO, Bahnhofplatz 2, 73033 Göppingen, Germany.

### **C. Categories of personal data, as well as purposes and legal basis for the processing**

#### **C.1. When you visit our website(s)**

TeamViewer has to process certain personal data in order to be able to operate our website(s) and enable you barrier-free access to our content, as well as set certain cookies for the purposes of marketing and retargeting. We do this since we want to ensure that when you visit any parts of our website, your journey will be user-friendly, and especially that you do not encounter technical problems and malfunctions. Also, we would like to make sure we provide you with the most relevant content on our website, which may require that we consider certain personal data such as your browser’s language settings or the country from where you visit our services. In general, when you visit the TeamViewer website, we may collect IP address, date and time of the request, time zone, content of the request, data volume, browser information, your country of origin, as well as operating system as transmitted by your server to our servers.

The legal basis for processing this personal data is our legitimate interest, i.e., Art. 6 para. 1 lit. f) GDPR, or in some cases, your consent, i.e., Art. 6 para. 1 lit. a), Art. 49 para. 1 lit. a) GDPR.

Regarding personal data collected and processed in the context of web analytics and (re-)marketing activities as well as our use of Cookies, please refer to our [Cookie Notice](#).

## **C.2. When you interact with us**

When you contact us (e.g., through an online contact form, through social media, email, chat functionality on our website or via phone), we will collect and process any personal information that you submit, such as your first name, last name, email-address, country, job title, phone number, company information (including company size), subject, description of your query etc. The collection of this data may be facilitated by third-party providers, which e.g., help us to provide particular landing pages or web forms or organize webinars (see Section D below). We will use the collected information for contacting you and serving your request, or to send you our advertising materials, depending on the type of the request and legal basis for the processing.

Depending on the individual case, we may process personal data based on your consent, to perform our contractual obligations under a contract or to follow our legitimate interest, or to fulfil a legal obligation to which we are subject to.

**Learn more**

## **C.3. When you join our community**

If you want to join TeamViewer's [community](#), you will have to sign up and/or sign in with your TeamViewer credentials, such as your email-address, your name, and a password. After the signup, you will be able to interact with other members of the community, as well as our employees.

**Learn more**

## **C.4. When you enter into a contractual relationship with us**

When you purchase a license for one of our products on behalf of your company, or use the Free Version of our Software, we may process certain personal data in order to conclude the agreement with you. In doing so, we may process your personal details, as well as the company details and payment information. We rely on the services of certified payment providers to process your payments and may conduct sanctions or fraud checks in accordance with applicable laws as well as to protect our business interests.

During the contractual relationship we may also process your personal data (e.g., your email-address, address, which products you have purchased etc.) in order to provide you with invoices, and other relevant contractual information.

Below you will find the applicable cases, where we may process personal data in connection with you purchasing the license.

**Learn more**

## **C.5. When we reach out to you**

We are of course interested in keeping in touch with our customers and users, as well as partners and suppliers, in order to keep you updated on relevant news, updates, contractual information, as well as to provide you with our marketing newsletters and information. In doing so, we may process your name, email-address, your TeamViewer ID and other contact information.

Below you will find detailed information on such cases, including on respective personal data processed and applicable legal basis.

**Learn more**

### **C.6. When we analyze personal data**

In certain cases, TeamViewer may combine and analyze certain information in the course of activities described in Sections C.2 to C.5 above together with the information available to TeamViewer internally, e.g., the use of the Software, respectively which Software have been purchased, or if a user recently started a trial of one of our products (incl. the information on your use of the product during the trial). TeamViewer conducts these analyses to decide on whether, when, and how to inform or get in touch with its customers and users. In this context, the aim is to convey relevant information about our products also in the most suitable manner, which may include in-product messages, email communications or contact by phone.

TeamViewer may also use the gathered information in order to prioritize the workload internally and to set up the processes more efficiently. Also, the analyses will assist in predicting as well as retrospectively evaluating the effectiveness of marketing and sales efforts, although such analysis and reporting is mostly done on an aggregated level.

To every extent possible, the described analyses measures will be based on pseudonymous data (e.g., we may consider the Google Analytics Client ID and other non-personalized cookie data, or data we have connected to your Device ID, rather than using immediately identifying personal data such as your name or email-address).

Furthermore, TeamViewer may analyze some personal data also in connection with the Free Version software as described in Section C.4.3.

*The legal basis for processing personal data for analysis purposes are performance of or processing prior to entering into a contract (e.g., when you contact our sales team and ask for a demo), i.e., Art. 6 para. 1 lit. b), Art. 49 para. 1 lit. b) GDPR, and/or our legitimate interest (e.g., when we try to find out what information about our products you might be most interested in and whether and how to best get in touch with you), i.e., Art. 6 para. 1 lit. f) GDPR as long as no consent is required. For the data processing activities that require your consent, the processing is based on Art. 6 para. 1 lit. a), Art. 49 para. 1 lit. a) GDPR.*

**Learn more**

### **C.7. When you are our partner, reseller or distributor**

If you are one of our partners, reseller, or our distributor, we may process your name, your job title, your company, as well as contact details in order to manage the contractual relationship with you, respectively your company and to provide you with the newest information and updates about our offerings. Your personal data will be processed by our respective employees (e.g., Procurement, HR, IT etc.) throughout our cooperation. In this connection, we may also process your personal data through our so-called partner portal.

Furthermore, we may process and store your personal data in connection with our partner certification programs and your registration on and your use of our Partner Portal.

We require to process your personal data in order to maintain the contractual relationship between us.

*The legal basis for processing this personal data is, Art. 6 para. 1 lit. b) GDPR or our legitimate interest, i.e., Art. 6 para. 1 lit. f) GDPR.*

### **C.8. When you are our supplier**

If you are one of our suppliers, we may process your name, your job title, your company, as well as contact details in order to manage the relationship with you, respectively your company. Your personal data will be processed by our respective employees (e.g., Procurement, HR, IT etc.) throughout our cooperation.

We require processing your personal data in order to maintain the contractual relationship between us.

*The legal basis for processing this personal data is, therefore, Art. 6 para. 1 lit. b) GDPR or our legitimate interest, i.e., Art. 6 para. 1 lit. f) GDPR.*

### **C.9. When we receive your data from third parties**

We may, from time to time, receive your personal data such as your name and your contact details from third parties, e.g., from event organizers, various trade fair organizers, partner websites, our integration partners (e.g., Salesforce, Microsoft, SAP etc.) and similar sources. The purpose of the transfer, as well as subsequent processing of personal data is, in most of the cases, marketing, and our desire to reach a wider audience with offers regarding our products and services. We always make sure that there is appropriate legal basis (e.g., your consent) in place, before even processing any personal data.

*The legal basis for processing this personal data is, therefore, either, your consent, i.e., Art. 6 para. 1 lit. a) or the contractual relationship with you, i.e., lit. b) GDPR. You may withdraw your consent at any time with effect for the future.*

### **D. Recipients**

Our employees, who administer, maintain and further develop TeamViewer's website, Products and Services may receive access to your personal data. To that end, TeamViewer has strong technical and organizational security measures to protect personal data against unauthorized disclosure to third parties and to ensure that only relevant individuals, who act within their job description and have a need-to-know interest in accessing any of your personal data, will have access to the data for which they have sufficient clearance.

In addition, we utilize services of external service providers (e.g., Microsoft, Amazon Web Services, Inxmail GmbH, Cloudflare etc.), as well as our affiliate network worldwide (e.g., TeamViewer entities in Greece, USA, Australia, Austria, Japan etc.).



All mentioned third-party providers and employees of such providers may receive access to personal data through the service they provide.

TeamViewer chooses all third-party service providers with due care, obligates them to confidentiality, and concludes data processing agreements with them in accordance with the standards of the GDPR, as far as necessary. Should you have any questions about third parties we use, please contact us at [privacy@teamviewer.com](mailto:privacy@teamviewer.com).

TeamViewer will generally not transfer your personal data outside the EU and/or EEA. However, there are some exceptions to this rule, which include data transfers for group internal services provided from outside the EU, including Australia, USA and Armenia as an example.

Whenever TeamViewer transfers your personal data out of the EU or the EEA to countries that do not have an adequate level of data protection recognized by the EU, we will apply safeguards to adequately protect your personal data. In particular, we will conclude model contracts with corresponding entities in accordance with applicable laws. Please [refer to this link](#) to obtain further information on the Standard Contractual Clauses for the transfer of personal data to processors established outside the EU or EEA.

## **Learn more**

### **E. Retention**

Your personal data will be deleted once you withdraw consent, or, more generally, once the purpose for processing of your personal data has ceased to exist. The exact retention period will thus depend on the categories of personal data and the processing purposes:

- **Bookkeeping and accounting:** In some cases, we are legally required to retain personal data for a certain period of time, e.g., for invoices, or payment details, for up to 10 years for these purposes.
- **Marketing:** for the data which we may process for marketing purposes, the retention period will depend either on your withdrawal of your consent, or if, in case the processing is based on our legitimate interest or the performance of a contract, the achievement of the processing purposes, e.g., two years for the pseudonymized usage data, or one year for a survey results.
- **Protecting our legitimate interests:** We may require storing personal data to protect our own legitimate interest, e.g., support ticket data or CRM data for up to 3 years (duration of statutory limitation period).

Once such period has lapsed, and there is no purpose to be fulfilled by the processing of personal data, we will delete or anonymize the data in accordance with data protection obligations.

### **F. Statutory/contractual requirement**

You may choose not to provide your personal data or provide incomplete personal data to us. However, you should be aware that you may not be able to engage in a contractual relationship with us or receive adequate support or may not be able to use all the functionalities of our website.

## G. Your rights

You may contact us either in writing or by email at [privacy@teamviewer.com](mailto:privacy@teamviewer.com) in order to exercise the following rights to the extent you are entitled to under applicable law:

- You have the right to request information about the processing of your personal data in accordance with Art. 13 and 14 GDPR (Right to Information);
- You may request access to your personal data as well as request a copy of your personal data (Right of Access, Art. 15 GDPR);
- You may request that we supplement, correct or delete your personal data (Right to Rectification, Art. 16 GDPR and Right to Erasure, Art. 17 GDPR); the right of rectification also comprises the right to have incomplete personal data completed, including by means of providing a supplementary statement;
- You may request that we restrict the processing of your personal data (Right to Restriction of Processing, Art. 18 GDPR);
- You may request to receive your personal data, which you provided to us, in a structured, commonly used and machine-readable format and transmit it without hindrance or have it transmitted to another controller (Right to Data Portability, Art. 20 GDPR);
- **You may object, at any time, on grounds relating to your particular situation, to the processing of your personal data which is based on the legitimate interests pursued by us or by a third party. The processing of your personal data will then be cancelled, unless we demonstrate compelling legitimate grounds for the processing which override your interests, rights, and freedoms or the processing is necessary for the establishment, exercise, or defense of legal claims (Right to Object, Art. 21 GDPR);**
- You have the right to lodge a complaint with a supervisory authority in relation to the processing of your personal data.
- You have the right to opt out at any time from every processing activity which is based on your consent according to Art. 6 para. 1 lit. a) GDPR. Your opt out does not affect the lawfulness of the processing in the past.

The relevant supervisory authority for TeamViewer is *Der Landesbeauftragte für den Datenschutz und die Informationsfreiheit, Lautenschlagerstraße 20, 70173 Stuttgart, Germany.*

Should you have any questions on the processing of your personal data by TeamViewer Germany GmbH in relation to your contractual relationship, please contact [privacy@teamviewer.com](mailto:privacy@teamviewer.com).

## H. Compliance with the CCPA

Pursuant to the California Consumer Privacy Act (“**CCPA**”), you will not receive discriminatory treatment for exercising your privacy rights. You may also designate an authorized agent to make a privacy request on your behalf.

## I. Compliance with Brazilian LGPD

TeamViewer has checked the compliance topic with the Brazilian Data Protection Law Lei Geral de Proteção de Dados Pessoais (Law No. 13,709/2018) (“**LGPD**”) to ensure that our measures and procedures under the GDPR cover the topics within the LGPD. The privacy notice under the LGPD is available for Brazilian visitors and users under [www.teamviewer.com/en-us/privacy-notice](http://www.teamviewer.com/en-us/privacy-notice).

#### **J. Changes to this Privacy Notice**

TeamViewer may, from time to time, make non-material amendments to this Privacy Notice to reflect the changes in our processing activities.

# TeamViewer

## Data Processing Agreement (DPA)

### 1 General

For the data processing activities described in the respective **Annex 1** of this agreement, where TeamViewer acts as the Customer's Processor, the parties agree to the following provisions on the commissioned processing of personal data, which shall supplement the [TeamViewer End User License Agreement \(EULA\)](#) (Data Processing Agreement, "**DPA**") until further notice.

The DPA does not apply if the Customer is a natural person using the Software or the Services in the course of a purely personal or family activity (cf. Art. 2(2)(c) EU General Data Protection Regulation, "**GDPR**").

The provisions of this DPA and the EULA concluded at the same time complement each other and exist side by side. In the event of any contradictions in the area of data protection, the DPA shall take precedence over the provisions of the EULA.

For Customer's convenience, TeamViewer provides an overview of how it collects and processes personal data in connection with the use of TeamViewer Software and Services in its [Data Protection Information Sheet](#) for TeamViewer Customers, as amended from time to time.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

### 2 Rights and obligations of TeamViewer

#### 2.1 Compliance with applicable laws

The obligations of TeamViewer shall arise from this DPA and the applicable laws. The applicable laws shall in particular include the Federal Data Protection Act ("**FDPA**") and the GDPR.

#### 2.2 Processing on instructions only

To the extent this DPA is applicable, TeamViewer shall only process personal data within the scope of this DPA and on documented instructions of the Customer, which are mutually agreed upon by the parties in the EULA and especially defined by the Product functionality, unless TeamViewer is required to do so by Union or the member state law to which TeamViewer is subject; in such a case TeamViewer shall inform the Customer of that legal requirement before processing, unless the respective law prohibits such information on important grounds of public interest. The Customer can give additional written instructions as far as this is necessary to comply with the applicable data protection law. The documentation on issued instructions shall be kept by the Customer for the term of the DPA.

#### 2.3 Obligation of confidentiality

TeamViewer shall ensure that the persons authorized to process the personal data have committed themselves to confidentiality unless they are subject to an appropriate legal obligation of secrecy.

## 2.4 Security measures according to Art. 32 GDPR

### 2.4.1 Principle

TeamViewer will take the necessary measures for the security of the processing according to Article 32 GDPR (hereinafter referred to as "**Security Measures**").

### 2.4.2 Scope

For the specific commissioned processing of personal data, a level of security appropriate to the risk to the rights and freedoms of the natural persons affected by the processing shall be guaranteed. To this end, the protection objectives of Art. 32 (1) GDPR, such as confidentiality, integrity and availability of systems and services and their resilience in terms of the nature, scope, as well as context of the processing shall be taken into account in such a way that the risks are mitigated permanently by appropriate Security Measures.

### 2.4.3 Security Measures

The adopted Security Measures are described in detail in the documentation of the Security Measures, which is attached to this DPA as **Annex 2**.

### 2.4.4 Procedure for reviewing

The documentation of the security measures also describes the procedures for the regular review, assessment, and evaluation of the effectiveness of the then-current Security Measures.

### 2.4.5 Changes

The Security Measures are subject to technical progress and further development. TeamViewer shall be generally permitted to implement alternative appropriate measures. In doing so, the level of security may not fall below the level existing prior to this DPA on the basis of the Security Measures already implemented or to be implemented.

## 2.5 Assistance with safeguarding the rights of data subjects

TeamViewer shall, taking into account the nature of the processing, assist the Customer as far as this is possible by appropriate technical and organizational measures in the fulfillment of requests to exercise the rights of affected data subjects as referred in Chapter III of the GDPR. Should a data subject contact TeamViewer directly to exercise the data subject's rights regarding the data processed on behalf of the Customer (as far as identifiable), TeamViewer shall immediately forward such request to the Customer. The Customer shall remunerate TeamViewer an hourly rate of 70 Euros for the effort resulting from such assistance, if and as far as permitted by applicable data protection laws.

## 2.6 Assistance with ensuring compliance with Art. 32 - 36 GDPR

Taking into account the type of processing and the information available to TeamViewer, TeamViewer shall support the Customer with appropriate technical and organizational measures to comply with the obligations mentioned in Article 32-36 GDPR, especially with regard to the security of the processing, the notification of personal data breach, the data protection impact assessment as well as the consultation with supervisory authorities. The Customer shall remunerate TeamViewer an hourly rate of 70 Euros for the effort resulting from such assistance, if and as far as permitted by applicable data protection laws.

## **2.7 Records of processing activities**

TeamViewer will provide the Customer with the information necessary to maintain the records of processing activities.

## **2.8 Deletion and return at the end of processing**

At the choice of the Customer, TeamViewer shall delete or return the personal data that is processed on behalf of the Customer, if and to the extent that the law of the European Union or a member state to which TeamViewer is subject does not provide for an obligation to store the data.

## **2.9 Information to demonstrate compliance with data protection obligations and inspections**

TeamViewer shall provide the customer with all information necessary to demonstrate compliance with the obligations resulting from Sections 2 and 3 of this DPA. TeamViewer will also provide certificates of regular audits by recognized auditors or other qualified third parties, if required.

If and insofar there are objectively justified indications of a violation of this DPA or of data protection regulations by TeamViewer, TeamViewer will enable and contribute to additional audits, including inspections, which are carried out by the Customer or by a qualified auditor appointed by the Customer. When conducting the inspection, the Customer will not disrupt TeamViewer's operations in a disproportionate manner.

## **2.10 Obligation to notify in case of doubts about instructions**

TeamViewer shall inform the Customer immediately if TeamViewer is of the opinion that the execution of an instruction could lead to a violation of the applicable data protection law. TeamViewer is entitled to suspend the execution of the relevant instruction until it is confirmed in writing or changed by the Customer after the review.

## **2.11 Obligation to notify breaches**

If TeamViewer detects violations of the applicable data protection law, this DPA, or instructions of the Customer regarding the commissioned processing of personal data, TeamViewer shall inform the Customer immediately.

## **2.12 Appointment of a data protection officer**

TeamViewer has appointed Ms. Hauser as external data protection officer, who can be reached at [privacy@teamviewer.com](mailto:privacy@teamviewer.com), or at TeamViewer Germany GmbH, for the attention of the Data Protection Officer, Bahnhofplatz 2, 73033 Göppingen, Deutschland.

## **2.13 Data transfers to a third country**

TeamViewer will generally only transfer personal data processed within the scope of this DPA to a country outside the EU or the European Economic Area (EEA) for which no adequacy decision of the EU Commission in the sense of Art. 45 para. 3 GDPR exists ("unsafe third country"), provided that:

- a. the Customer or the Customer's user gives TeamViewer instructions for such a transfer, e.g., by requesting TeamViewer to establish a connection to an endpoint located in an unsafe third country (in such cases the Customer is responsible for ensuring that the data transfer is carried out in accordance with Art. 44 et seq. GDPR), or

- b. TeamViewer is obliged to do so according to the law of the European Union or a member state to which TeamViewer is subject; in such a case TeamViewer will inform the Customer about these legal requirements prior to processing, unless the respective law prohibits such a communication on important grounds of public interest.

Furthermore, TeamViewer shall be entitled to utilize Subprocessors in a third country to process personal data, insofar as the requirements of Art. 44 GDPR are met.

## 3 Subprocessors

### 3.1 Subprocessors engaged upon conclusion of the DPA

TeamViewer utilizes the services of a number of another processors (hereinafter, "**Subprocessors**"). The list of Subprocessors used by TeamViewer for each of the TeamViewer products can be found under the following link as **Annex 3**. By concluding the DPA, the Customer agrees to the engagement of the Subprocessors that are included in **Annex 3** at the time of concluding the DPA for the relevant TeamViewer Product.

### 3.2 Notification regarding further Subprocessors

If TeamViewer wishes to commission further or other Subprocessors to provide the contractually agreed services (e.g., hosting), such Subprocessors have to be selected with the required care and due diligence. TeamViewer shall notify the Customer at least 15 days in advance about the appointment of any new Subprocessors. The Customer has the right to object to the engagement of the Subprocessor by stating objectively comprehensible reasons. If no objection is raised within this period, the new Subprocessor notified accordingly shall be deemed approved. If, in the event of an objection within the deadline, no solution can be reached, either party is entitled to terminate the DPA with a notice period of two (2) weeks. When the termination of the DPA becomes effective, the EULA shall also be considered terminated. Reference is made to section B.5.5 (Consequences of termination) of the EULA.

### 3.3 Subprocessors in third countries

Subprocessors in third countries may only be engaged if the special requirements of Art. 44 et seq. GDPR are fulfilled.

### 3.4 Obligations of Subprocessors

#### 3.4.1 Structuring Contracts According to the Requirements of the DPA

TeamViewer shall structure the contracts with Subprocessors in a way that they comply with the requirements of the applicable data protection laws and this DPA.

#### 3.4.2 Engagement of additional or different Subprocessors

TeamViewer shall oblige the Subprocessors not to commission additional or different Subprocessors with the processing of personal data without observing the provisions of section 3.2 towards TeamViewer.

### **3.4.3 Subprocessor guarantees**

TeamViewer shall contractually impose obligations on the Subprocessors providing sufficient guarantees that the appropriate technical and organizational measures will be implemented in such a way that the processing is carried out in accordance with the requirements of the GDPR and this DPA.

## **4 Changes to this DPA**

TeamViewer is generally entitled to amend the provisions of this DPA. TeamViewer will inform the Customer about the planned change and the content of the new DPA at least twenty-eight (28) days before such changes become effective. The change is considered approved if the Customer does not object to TeamViewer within fifteen (15) days after receipt of this information. If the Customer objects to the change, the DPA continues under the existing conditions.

## **5 Liability**

Reference is made to Art. 82 of the GDPR.

For the rest, it is agreed that the regulations on limitation of liability from the corresponding license agreement shall apply.



## TeamViewer US Website Privacy Policy

Version as of March 2024

### YOUR PRIVACY: OVERVIEW

If you are located in North or South America, this privacy policy (“**Privacy Policy**”) explains how TeamViewer US, Inc. (collectively, “**TeamViewer**,” “**we**,” or “**us**”) collects, uses, discloses, and retains your personal data when you access or use our website. If you are located in India, then “TeamViewer,” “we,” and “us” refers to both TeamViewer US, Inc. and TeamViewer India Private Ltd., 5th floor, Spectrum Tower, Mindspace, Chincholi Bunder Road, Malad (West) Mumbai, MH, 400064. If you are located in Australia or New Zealand, then “TeamViewer,” “we,” and “us” refers to both TeamViewer US, Inc. and TeamViewer Pty, Ltd., 118 Greenhill Road, SA 5061 Unley, Adelaide, Australia. Please review this Privacy Policy carefully.

Please note that the TeamViewer Group may provide different or additional privacy notices in connection with certain activities, products, services, and offerings. For more information about our privacy practices concerning our products, services, and other jurisdictions, please refer to the privacy policies posted on ours or the applicable TeamViewer Group website.

### REVISIONS TO THIS PRIVACY POLICY

TeamViewer reserves the right to change this Privacy Policy from time to time. If we make changes, we will revise the date at the top of this Privacy Policy. If we make material changes to this Privacy Policy, we may also choose to provide you with additional notice (such as adding a statement to our websites’ homepages or sending you a notification).

### Content

- [COLLECTION OF PERSONAL DATA](#)
- [USE OF PERSONAL DATA](#)
- [DISCLOSURE OF PERSONAL DATA](#)
- [ADVERTISING AND ANALYTICS SERVICES PROVIDED BY OTHERS](#)
- [DATA RETENTION](#)
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- [CONTACT US](#)
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- [TEAMVIEWER GROUP PRIVACY POLICY](#)

## **COLLECTION OF PERSONAL DATA**

In this Privacy Policy, “personal data” means any information that identifies, relates to, describes, is reasonably capable of being associated with or reasonably can be used to identify an individual or household and other data that is linked to personal data. The types of personal data we collect about you depend on your interactions with us and are described in more detail below.

## **PERSONAL DATA YOU PROVIDE DIRECTLY TO US THROUGH THE USE OF THE WEBSITE**

We collect personal data directly from you in a variety of ways, including when you:

- Fill out lead forms;
- Request additional information about our products or services or sign up to receive our e-mail newsletters or marketing messages;
- Interact with us on social media;
- Participate in or respond to surveys or requests for opinions, feedback and preferences;
- Contact us through an online contact form, chat function on our website, or via phone;
- Subscribe and/or post to our blog;
- Provide feedback or make other submissions to us; and
- Participate in a survey performed by or on behalf of TeamViewer.

The types of data we collect directly from you may include: your first name, last name, e-mail address, address, telephone number, country, job title, phone number, username, company information (including company size), demographic information, personal preferences, reactions to and interactions with our communication channels, account information, purchase history, and any other personal data that you choose to include in your submissions or communications with us.

## **PERSONAL DATA AND DATA WE COLLECT AUTOMATICALLY**

We automatically collect personal data when you access and use our website. The types of information we collect may include:

- Networking and device information, such as your browser type, IP address, and operating system version, language settings;
- Information about your website activities, such your access times, pages viewed, the routes by which you came to our website, your use of any hyperlinks available within our services; and

- Information collected via cookies, web beacons, and other tracking technologies, including Internet service provider (ISP), Mobile Advertising ID, media access control (MAC) address, or identifiers associated with browser cookies, web beacons and similar technologies we deploy on our services.

## **PERSONAL DATA WE COLLECT FROM OTHER SOURCES**

We may collect personal data about you from other sources. For example, we may collect personal data about you from:

- Third parties hosting events, including those sponsored by TeamViewer, when they share event attendance or participation information with us;
- Third-party social media and communication services, such as Facebook, Twitter, Google, LinkedIn, and Instagram, that you use to interact with our services (e.g., to create an account) or that allow you to share information (e.g., via plugins, widgets or other tools), but always in accordance with the authorization procedures and privacy settings you establish with such services; and
- Unaffiliated parties, such as service providers that we use, analytics companies, advertising networks, consumer data resellers, and other third parties that provide us with information, so we can better understand you and provide you with information and offers that may be of interest to you.

## **PERSONAL DATA WE DERIVE**

We may derive information or draw inferences about you based on the other types of personal data we collect. For example, we may infer your location based on your IP address.

## **USE OF PERSONAL DATA**

We collect and use personal data for business and commercial purposes, including to:

- Develop, provide and improve our events and websites;
- Respond to your requests and any other communications from you;
- Send advertising or marketing communications about products, services, offers, promotions, rewards and events offered by TeamViewer and others, and provide news and information that we believe may be of interest to you;
- Offer and administer events, contests, and other promotions;
- Conduct internal research and development;
- Comply with our legal obligations; and
- Debug, identify and repair errors that impair existing intended functionality of our website.

## **DISCLOSURE OF PERSONAL DATA**

We share personal data for the purposes described below:

a. With our Affiliates and Subsidiaries. Disclosures of your personal data to the TeamViewer Group, including our parent entities, subsidiaries and affiliates (as the case may be), for the purposes described in the “USE OF PERSONAL DATA” section above. Specifically, if and when you become a TeamViewer customer we may share information such as your name, email address, address, telephone number, country, job title, username, company information (including company size), demographic information, personal preferences, reactions to and interactions with our communication channels, account information, purchase history, chosen payment method, information to support payment processing (including a payment token), invoice ID, price paid, currency, invoice date, tax code, license key, license start and expiry dates, and any other information collected through our websites or that you choose to include in your profile or in other communications with us. Since our parent company, subsidiaries and affiliates are located around the world, please note that these disclosures involve international transfers of your personal data.

b. With our Service Providers. We share personal data with unaffiliated companies or individuals we hire or work with that perform services on our behalf, including customer support, web hosting, information technology, payment processing, product fulfilment, fraud control, direct mail and email distribution, events, contests, sweepstakes and promotion administration, and analytics services. We only share with service providers the personal data that they need to perform services for us. Since our service providers are located around the world, please note that these disclosures involve international transfers of your personal data.

c. With our Professional Advisors. We share personal data with our legal, financial, and other advisors in connection with the management of all or part of TeamViewer’s business or operations.

d. With Law Enforcement Authorities and Individuals Involved in Legal Proceedings. We disclose personal data when we believe doing so is reasonably necessary to comply with applicable law or legal process (including an enforceable request from authorities), to respond to claims (including inquiries by you in connection with your purchases from TeamViewer), or to protect the rights, property or personal safety of TeamViewer, our users, employees or the public.

e. With Your Consent or at Your Direction. We share personal data with third parties when we have your consent to do so. For example, if you decide to participate in certain interactive areas or features of our events or services, you consent to the disclosure of this information to other users of our websites. We may also share your personal data with third parties when you intentionally direct us to do so or when you use our services to intentionally interact with third parties.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

## **ADVERTISING AND ANALYTICS SERVICES PROVIDED BY OTHERS**

We may allow others to provide analytics services and serve advertisements on our behalf across the web and in mobile applications. These entities may use cookies, web beacons, device identifiers, and other tracking technologies which collect information about your use of our services and other websites and applications. This information may be used by TeamViewer and others to, among other things, analyze and track data, determine the popularity of certain content,

deliver advertising and content targeted to your interest on our services and other websites, and better understand your online activity.

Such tools include:

### **1. Google Analytics and Other Analysis Tools Provided by Google**

TeamViewer uses Google Analytics, a web analytics service provided by Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, or any other Affiliate of Google LLC (“**Google**”). Google Analytics uses “cookies”, i.e. text files that are stored on your computer and enable analysis of your use of our website. When you visit our website for the first time, you will be assigned a cookie with a unique user identification, i.e. a **Google Analytics Client ID**. We may replace this Google Analytics Client ID with your TeamViewer Device ID if you use one of our products (please refer to our [Product Privacy Policy](#) for details). We will add the respective data point to the data available in the Google Analytics tools, and this way we use Google Analytics also for cross-device analyses of user streams.

Other tools we use in this context that are also provided by Google include:

- **Google Tag Manager** (a tag management system that allows TeamViewer to quickly and easily update tracking codes and related code fragments collectively known as “tags” on our website or mobile app);
- **Google Big Query** (an enterprise data warehouse that enables SQL queries using the processing power of Google’s infrastructure; TeamViewer uses Big Query to store and query data sets which are collected by Google services such as Google Analytics, and the Big Query data is used to build flexible reports for evaluating our website performance);
- **Google Display Network** (used to measure the impact of unclicked Google Display Network ad impressions on the website, behavior of users, and conversions; please refer to <https://support.google.com/analytics/answer/3105620> for further information); and
- **Google Optimize** (for A/B testing, offering to analyze user behavior by showing slightly varied website contents to different user groups, depending on profile matching; thereby, TeamViewer analyzes its online services, improves its web offerings, and can create an interesting user journey).

TeamViewer Group uses data gathered through your Google Analytics Client ID as well as other data generated from Google’s web analytics applications in order to perform analyses of your interactions with our products, services, and websites. With the help of Google’s Analytics Demographics and Interest Reporting, we will receive analyses on our users’ age, gender, and interest categories (please refer to <https://support.google.com/analytics/answer/2799357?hl=en> for further information). We strive to offer you tailored products and services that are best suited for your individual circumstances. To that end, Google provides us with insights and statistics that help us to make our online presence, our communications to you, and ultimately our products more interesting and relevant for you.

As further explained in our [Cookies Policy](#), you may block cookies from being stored on your device, and consequently prevent the described analyses from being conducted, by adjusting the settings

in your browser software; however, in such case, you may not be able to use all of the features and functionalities of our website. You can also block the collection of the data generated by the cookie and the data related to your use of the website (incl. your IP address) as well as the processing of this data by Google, by downloading and installing a browser plugin available from the following link: <https://tools.google.com/dlpage/gaoptout?hl=en>.

Please visit the website <https://support.google.com/analytics/answer/6004245?hl=en> for an overview on Google's approach on data protection for Google Analytics as well as their privacy policy: <https://policies.google.com/privacy?hl=en>.

## 2. Demandbase

TeamViewer uses web analytics services provided by Demandbase Inc., located at 680 Folsom Street, Suite 400 San Francisco, CA 94107 USA. Demandbase utilizes tracking technology, which includes the storing and accessing of cookies, to collect data about website visitors.

Demandbase's Tags, or JavaScript, pixels, cookies or other similar technology or code, cause a unique cookie ID to be associated with each visitor who accesses our website and may sync with third-party cookies. Demandbase's Tags on our website may collect data on device information (such as a website visitor's IP address), cookies, or other technical information (such as web browser type, operating system or timestamp).

The Demandbase Tags are used for analytics and advertising services provided by Demandbase. They are also used for performance and optimization of Demandbase data and reporting. Demandbase's services help us tailor our communications and improve the quality of the content we provide to our prospects, users, and customers. It also helps to improve our website user experience and performance by personalizing and optimizing the website for visitors.

For further information on Demandbase's privacy approach, visit <https://www.demandbase.com/privacy-policy/>. For more details on the cookies used by Demandbase, visit <https://www.demandbase.com/cookies/>.

## 3. Google AdWords Conversion and Google Remarketing

TeamViewer's website uses Google AdWords in order to generate attention for our products and services by conducting targeted advertising campaigns on third-party websites and apps. Data generated by such campaigns helps us to determine the success rate of individual campaigns. TeamViewer aims at providing you with advertisement that is of interest to you, to make its website more interesting, and calculate advertising expenses accurately.

Such means of advertisement are delivered by Google through a so-called Ad Server. Along with this, TeamViewer uses **Ad Server Cookies**, which scale certain parameters, such as display of ads or clicks by users. When you click on an ad delivered by Google that redirects you to our website, a cookie is stored on your computer by Google AdWords. These cookies usually expire within 30 days and are not supposed to be used to personally identify a user. In addition to these cookies, analytic values like a **unique cookie ID, quantity of Ad impressions per storing, last impression and opt-out information** (markings that the user does not want to be addressed any further) are usually stored. These cookies enable Google to recognize your internet browser.

If you visit certain pages on our website and provided the cookie stored on your computer has not yet expired, TeamViewer and Google are able to recognize that you clicked on an ad and were redirected to the TeamViewer website. Every Google AdWords customer receives a different cookie. Therefore, cookies cannot be tracked across different sites by TeamViewer, as is the case for all other AdWords customers. TeamViewer merely receives statistical evaluations from Google. By and through these statistical evaluations, we can evaluate which advertisement campaign was particularly effective. Any additional data generated by the particular advertisement is not forwarded to TeamViewer; particularly, we cannot personally identify users through this information.

Through this (re-)marketing tool, your browser automatically connects to Google's servers. Please note that scope and further use of the data processed by Google are subject to Google's privacy policy and beyond TeamViewer's control. We thus inform you based on our own knowledge: By integrating AdWords, Google receives information that you visited a particular TeamViewer website or part thereof, and/or that you clicked on one of our advertisements. If you are registered with one of Google's services, Google is able to match your visit to your Google account. Google may receive your IP address and/or may store it even if you are not registered with one of Google's services and/or if you have not been logged in. You may avoid tracking in various ways, e.g. through:

- a setting of your browser software, particularly, by suppressing third party cookie installation in order to prevent receiving third-party ads;
- deactivating AdWords Cookies, by setting your browser so that cookies from [www.googleadservices.com](http://www.googleadservices.com) are being blocked; this can be done at <https://adssettings.google.com/anonymous>, however, such settings are deleted if you delete cookies; or
- permanently deactivating cookies in your browser under <https://support.google.com/ads/answer/7395996>.

Further information on Google's approach to data privacy can be found under <https://policies.google.com/privacy?hl=en>. Alternatively, you can disable the use of cookies for interest-based advertising via the advertising network initiative, by following the instructions at <https://optout.networkadvertising.org/?c=1#!%2F>.

In addition to Google AdWords, TeamViewer uses the tool "**Google Remarketing.**" This is an application that allows us to address you again, even when you have left our website. After visiting our website and while you are surfing the internet, our advertisement can be displayed to you by and through this application. This is enabled by cookies stored on your device, which track and analyze user behavior on different websites for Google. Google can track your previous visits to our website.

According to its own statement, Google does not combine data gathered through Remarketing with any personal data Google may have stored about you. Furthermore, the data processed for these purposes is generally limited to pseudonymous information. If you do not want to be exposed to data processing through the Google Remarketing feature, you can disable it by changing the appropriate settings at <https://adssettings.google.com/anonymous>.

#### 4. Social Media Tracking Tools, including “Tracking Pixels”

We also use other tools on our website allowing us to offer you a more personalized and engaged web experience by offering you advertisements on your social media channels that are more relevant to you. To that end, we use cookie-based (please refer again to our [Cookies Policy](#)) tools offered by the following third-party social media providers:

- **Facebook Inc.**, 1601 S California Ave, Palo Alto, California 94304, USA; for further information on the implemented tool, please refer to <https://developers.facebook.com/docs/facebook-pixel/implementation#base-code>; for additional information on data collection, refer to <https://www.facebook.com/help/186325668085084>.
- **LinkedIn Corporation**, 2029 Stierlin Court, Mountain View, California 94043, USA; for further information on the implemented tool and how to opt out of corresponding tracking, please refer to <https://www.linkedin.com/psettings/guest-controls/retargeting-opt-out>; for further information on LinkedIn’s approach to privacy refer to: <https://www.linkedin.com/legal/privacy-policy?trk=uno-reg-guest-home-privacy-policy>.
- **Twitter Inc.**, 1355 Market St, Suite 900, San Francisco, California 94103, USA; for further information on the implemented tool and how to opt out of corresponding tracking, please refer to <https://help.twitter.com/en/safety-and-security/privacy-controls-for-tailored-ads>; for further information on Twitter’s approach to privacy refer to: <https://twitter.com/en/privacy>.

In each case, we integrate snippets of code provided by these social media operators that load a small library of functions (sometimes referred to as “tracking pixels”, i.e. transparent, pixel-sized images embedded in websites with a tracking functionality). These functions enable us to track your activities on our website, such as URLs visited, domains visited, device(s) used, and, in particular advertising conversions (i.e. actions counted when you interact with one of our ads, such as clicking it and purchasing our product afterwards). They rely on cookies placed by the mentioned third-party providers, which may also enable us to match our website visitors to respective user accounts on the respective social media platforms.

We may also use the “**Custom Audience**” service provided by Facebook Inc., for delivering targeted advertising to you. In this context, we would check whether you hold an account with Facebook for which you use the same email-address that you have provided to us and include you in a corresponding “custom audience” group. This works by us providing your email-address to Facebook Inc. in a hashed format, and this way making sure that Facebook will only process, as a data processor on our behalf, actual email-addresses of users that have already subscribed to their service (please refer to [https://www.facebook.com/business/help/112061095610075?id=2469097953376494&helpref=faq\\_content](https://www.facebook.com/business/help/112061095610075?id=2469097953376494&helpref=faq_content) for further information on this process). You may opt-out of receiving targeted ads because you are part of a custom audience created by TeamViewer through clicking a corresponding link when you select the “Why am I seeing this?” feature on the Facebook platform (see [https://www.facebook.com/help/562973647153813?helpref=about\\_content](https://www.facebook.com/help/562973647153813?helpref=about_content)).



Like many websites, TeamViewer uses “cookies” to analyze visits to our website and help us improve our website and services. Most web browsers are set to accept cookies by default. If you prefer, you can usually set your browser to remove or reject cookies. Please follow your browser’s process for doing so. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our websites. For detailed information on the cookies we use and the purpose for which we use them, see our [Cookies Policy](#).

## **RETENTION OF PERSONAL DATA**

Your personal data will be deleted once you withdraw consent, or, more generally, once the purpose for processing has ceased to exist. In some cases, TeamViewer is legally obligated to retain data for a certain period. Once this period has lapsed, TeamViewer will delete the data in accordance with data protection obligations.

## **CHILDREN’S PRIVACY**

TeamViewer’s services are not intended for children under the age of 18. TeamViewer does not target our services to children under 18.

## **THIRD PARTY SITES**

Please note that our websites contain links to third-party websites that are not controlled or operated by TeamViewer. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that TeamViewer does not accept any responsibility or liability for these policies. Please review these policies before you disclose any personal data when visiting such third-party websites.

## **SECURITY PRACTICES**

We take the safety of your personal data and its confidentiality very seriously and we provide reasonable security safeguards commensurate to the sensitivity of the personal data being handled and have implemented security practices including but not limited to technical, operational, and physical safeguards to protect your information. We implement a variety of security measures when entering, submitting, or accessing information to maintain the safety of your personal data. The website is scanned on a regular basis for any known vulnerabilities in order to make your use as safe as possible.

Your personal data is contained behind secured networks and it only accessible by a limited number of persons who have special access rights to such systems or otherwise require personal data for appropriate purposes. These persons are also under an obligation to keep such personal data confidential. All of the data centers TeamViewer uses have achieved ISO/IEC 27001 certification, which is the international standard for information security management systems and security controls. The data centers have implemented state-of-the-art security controls, which means that personal access control, video camera surveillance, motion detectors, 24×7 monitoring, and on-site security personnel ensure access to the data center is only granted to authorized persons and guarantee the best possible security for hardware and data. There is also a detailed identification check at the single point-of-entry to the data center.

Please be aware that, although we endeavor to provide reasonable security for your personal data, no security system can prevent all potential security breaches.

We endeavor to ensure that all third-party service providers whose services which we may use, maintain security standards that are equivalent to our security standards and commensurate with market practices, in the context of the kind and nature of personal data being stored or handled.

For more information, you may visit the [TeamViewer Trust Center](#) or request for a copy of our Security Measures.

## **YOUR RIGHTS**

You may contact us in order to exercise the following rights to the extent you are entitled to so under applicable law:

- You may access your personal data to check and review such data;
- You may request a copy of your personal data;
- You may demand that we supplement, correct or delete your personal data; or cease or restrict the collection, processing, use or disclosure of your personal data; and
- You may withdraw consent and/or object to the processing of your personal data; and
- You may request to receive your personal data in a portable and (if technically feasible) readily usable format.

To submit such a request, please contact us under [privacy@teamviewer.com](mailto:privacy@teamviewer.com), at 1-800-638-0253, or [submit a ticket](#) on our website. Your request will be promptly attended to by a member of our team. TeamViewer may request your name, email address, and/or account information in order to verify your request.

Should you have any questions, please contact [privacy@teamviewer.com](mailto:privacy@teamviewer.com).

This Privacy Policy contains links to sites and information that are not under TeamViewer's direct control. These links are therefore subject to change and TeamViewer will review and non-materially update this Privacy Policy periodically to reflect such changes.

## **INFORMATION FOR CALIFORNIA CONSUMERS: YOUR CALIFORNIA PRIVACY RIGHTS**

### **ADDITIONAL DISCLOSURES RELATED TO COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA**

The California Consumer Privacy Act (“**CCPA**”) allows California residents, upon a verifiable consumer request and subject to applicable exemptions, to request that we give you access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that we have collected about you, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances.

Consistent with California law, TeamViewer will not discriminate against those who exercise their rights. Specifically, if you exercise your rights, we will not deny you services, charge you different prices for services or provide you a different level or quality of services.

To submit a data request, please contact us under [privacy@teamviewer.com](mailto:privacy@teamviewer.com), at 1-800-638-0253, or [submit a ticket](#) on our website. Please note that you must verify your identity and request before further action is taken. Consistent with California law, you may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you may have to provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification.

We collect personal data from you and the sources described in the "[PERSONAL DATA WE COLLECT FROM OTHER SOURCES](#)" subsection of this Privacy Policy.

In the preceding twelve (12) months, we have collected the following categories of personal data: identifiers, characteristics of protected classifications under California or U.S. law, commercial information, internet and electronic network activity, geolocation data, audio and visual information, inferences drawn about your preferences, and other categories of personal data that relates to or is reasonably capable of being associated with you. For examples of the precise data points we collect, see the section titled "[COLLECTION OF PERSONAL DATA](#)" in this Privacy Policy.

We do not sell personal information to third parties, as that is defined under the CCPA.

In the preceding twelve (12) months, we have shared personal information with third parties for business purposes as further detailed in this Privacy Policy. We may share your personal data with third parties as described in the "[DISCLOSURE OF PERSONAL DATA](#)" section of this Privacy Policy.

In the preceding twelve (12) months, we have disclosed the following categories of personal data for business or commercial purposes: identifiers, internet and electronic network activity information, commercial information, audio and visual information, geolocation data, demographic information, inferred information, and other information that we have derived or inferred about you or that relates to or is reasonably capable of being associated with you. For information on the business or commercial purpose for using the personal data, see the section of this Privacy Policy titled "[USE OF PERSONAL DATA.](#)"

## **CONTACT US**

If you have any questions or comments about this Privacy Policy, you may contact us at 1-800-638-0253 or [privacy@teamviewer.com](mailto:privacy@teamviewer.com).

## **IMPRINT**

TeamViewer US, Inc.  
5741 Rio Vista Drive  
Clearwater, FL 33760  
USA

## **TEAMVIEWER GROUP PROCESSING**

We share also collect, use, and share data and personal data with other entities within the TeamViewer Group as it relates to a number of functions and activities related to the TeamViewer products, which are developed by, maintained, and contracted with our parent company, TeamViewer Germany GmbH. Examples of this include, but are not limited to, purchasing a product or service, concluding a purchase transaction, product trials, customer support, participation in customer online forums, and other customer-related activities. For more information for how we process this data and personal data, please visit our [TeamViewer Group Privacy Policy](#).