

Privacy statement

Move-IT-up B.V., and the company related Services, Trademarks and labels,

With a registered office at Stationsplein 45 (Unit number: D1.153.1) 3013 AK Rotterdam, is responsible for the processing of personal data as shown in this privacy statement.

Contact details:

Move-IT-up BV
www.move-it-up.nl
Unit number: D1.153.1
Stationsplein 45
3013 AK Rotterdam
+31 636581286
privacy@move-it-up.nl

Personal data that we process

Move-IT-up BV processes your personal data because you use our services and / or because you provide them yourself. Below you will find an overview of the personal data that we (can) process, depending on the service that is used:

- First and last name
- Phone number
- E-mail address
- IP address
- Other personal data that you actively provide by registering for activities / services or submitting your CV
- Information about your activities on our website
- Internet browser and device type

Special and / or sensitive personal data that we process

Our website and / or service does not intend to collect data about website visitors under the age of 18. Unless they have parental or guardian permission. However, we cannot check whether a visitor is over the age of 18. We therefore recommend that parents be involved in the online activities of their children, in

order to prevent data about children from being collected without parental consent. In the case of services that are aimed at education, we conform to the Covenant 3.0 of the GEU, which means that the school is responsible for the pupils. If you are convinced that we have collected personal information about a minor without this permission, please contact us at [privacy @ move-it-up](mailto:privacy@move-it-up) and we will delete it in formation.

For what purpose and on what basis we process personal data

Move-IT-up BV processes your personal data to be able to contact you about your application, registration for a service, comment or question. This can be done by email or calling if necessary to carry out our services.

.

Automated decision making

Move-IT-up BV does not make decisions based on automated processing on matters that can have (significant) consequences for people. These are decisions taken by computer programs or systems, without involving a person (for example an employee of Move-IT-up BV).

How long we keep personal data

Move-IT-up BV does not store your personal data longer than is strictly necessary to realize the goals for which your data is collected. We use the following retention period for personal data: 1 year.

Sharing personal data with third parties

Move-IT-up BV only provides to third parties and only if this is necessary for the execution of our agreement with you or to comply with a legal obligation.

Cookies, or comparable techniques, that we use

Move-IT-up BV only uses technical and functional cookies. And analytical cookies that do not infringe on your privacy. A cookie is a small text file that is stored on your computer, tablet or smartphone when you first visit this website. The cookies we use are necessary for the technical operation of the website and your ease of use. They ensure that the website works properly and, for example, remember your preferred settings. We can also optimize our website with this.

You can opt out of cookies by setting your internet browser so that it no longer stores cookies. In addition, you can also delete all information previously saved via your browser settings.

View, adjust or delete data

You have the right to view, correct or delete your personal data

run. You also have the right to withdraw your consent to the data processing or to object to the processing of your personal data by Move-IT-up BV and you have the right to data portability. This means that you can submit a request to us to send the personal data that we hold about you in a computer file to you or another organization mentioned by you. You can request access, correction, deletion, data transfer of your personal data.

or send a request for withdrawal of your consent or objection to the processing of your personal data to privacy@move-it-up.nl. To ensure that the request for access has been made by you, we ask you to send a copy of your ID with the request. Make your passport photo, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number and citizen service number (BSN) black in this copy. This is to protect your privacy.

We will respond to your request as soon as possible, but within four weeks. Move-IT-up BV would also like to point out that you have the opportunity to file a complaint with the national supervisory authority, the Dutch Data Protection Authority. You can do this via the following link:

<https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

How we protect personal data

Move-IT-up BV takes the protection of your data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized changes.

Our websites are protected with an SSL certificate so that the exchange of data is secured and personal data is never stored on the website. We host at EU related hosting parties or Microsoft to ensure your data.

If you have the impression that your data is not properly secured or there are indications of abuse, please contact us at privacy@move-it-up.nl.

Policies

Applies for **Move-IT-up B.V.** and all daughter companies, trademarks and labels related to.

If you choose to work with products and services related to Move-IT-up, you agree to the [Terms of Service](#) and [Privacy Policy](#) related to the Ltd (in Dutch B.V.) (referred to as "Terms"). Please read them!

If you don't agree to the Terms, you can't use products and services related to Move-IT-up and you can choose to delete your account or personal data otherwise [here](#). For information about Cookies, see our [Cookie Policy](#).

For us it's important to be compliant with the European **General Data Protection Regulation (GDPR) (AVG)**. If you notice any breach, we shall handle it with care and priority.

See [FAQ](#) for more question.

Terms of Service

(Fundamentally only)

Last updated: April 29, 2020

1. General

The Terms apply to the use of the service Fundamentally (the "Service"), and constitute a contract between you, as a person representing an entity (company or school) and Fundamentally providing the Service, Video Communication Services, chat Services, collaboration Services and content sharing, located at Stationsplein 45 3013 AK, Rotterdam, The Netherlands ("The Company"). These terms is coping your access to and use of the Fundamentally application and website (the "Service"), and any video, sound, text, graphics, or other materials sent, received, stored or otherwise appearing in the Service (collectively referred to as "Content"). Parts of the Service may display Content that is not Fundamentally's ("User Content"). Such content is the sole responsibility of the (client) company/ school or person or entity that has made it available. When "Content" is used in this document, it refers to both content provided by Fundamentally and User Content collectively, unless otherwise specified.

Where applicable, "The Company" shall also be understood as a reference to affiliates, suppliers, partners and other third parties we may engage or otherwise cooperate with in connection with the Service.

By using Fundamentally you agree to these General Terms and the [Privacy Policy](#) (collectively referred to as "Terms"). If you are a customer of the Premium/ advanced plan or (meetings) API, the Terms also include a [Data Processing Agreement \(PDF\)](#). Please read them carefully.

Fundamentally can and may change these Terms at any time. By using Service on or after that effective date, you agree to the new Terms. If you don't agree to them, you should delete your account before they take effect, otherwise your use of the Service and Content will be subject to the new Terms. For paid versions of the Services or Content that you have already purchased, we will notify you at least 30 days prior to any material changes, including price changes.

2. Using the Service

The Free version of Fundamentally is for legitimate individual (also referring to an entity such as a group, school and company) use only (personal or business communication). Commercial use of Fundamentally for own business offering requires one of our paid plans or the API. Your use of Fundamentally requires that you have hardware, software and an Internet connection fulfilling certain recommended requirements, as may be specified [in our Support Center](#). If the recommended requirements are not met, you may potentially still use the Service, but normally with a lower quality or performance. Such reduced quality



or performance will not give you the right to claim any compensation from Fundamentally.

To use the Service, an account is required. For registering an account please follow the instructions on the Website or other instructions prompted to you. You are responsible for providing and maintaining accurate and updated personal information, and for safeguarding your account information. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid email address, and Fundamentally reserves the right to verify this at any time. Fundamentally will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Your account is strictly personal and shall not be used by any other person without your supervision. Personal is also referring to a Company account or School account Neither shall you assign your account to any other person. You are in any event solely responsible for the use of the Service through your personal user account.

We may change, terminate, or restrict access to any aspect of the Service or your account, at any time, without notice. We reserve the right to impose limitations of use based on what we consider fair or legitimate usage, both for free and paying users.

You are responsible for your use of Service, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by you in the Service ("the User Content"). User Content includes room/ school/ entity(other company) names, and you are responsible for ensuring room names does not include Prohibited User Content (as listed below). Your room names are used to construct the links identifying your rooms, and guests you invite and other third parties can (request to) enter your rooms based on these links. As these guests do not need to authenticate to Whereby in order to do this, please be aware that **room names must be considered public information**. Do not include information that you do not want to make public in room names.

Restrictions on Content and Use of the Service

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public.

We reserve the right to report illegal activity to applicable local authorities.

Prohibited User Content includes, without limitation, content which:

- is offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual;



- displays or links to pornographic, sexually explicit or any other indecent material;
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorised copy of another person's copyrighted work;
- infringes on other's trademarks, copyright or legal rights
- contains restricted or password only access pages or hidden pages or images;
- solicits passwords or personal data from other users; or
- violates the rights of or harms or threatens the safety of other users or the Service.
- shares Personal information about others, without their consent

Any use or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, Content that have been mislabeled or is otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content generated or made available via the Service.

We give you a personal, limited, worldwide, royalty-free, non-assignable, non-sublicensable and non-exclusive license to use the software that is provided to you by us as part of the Service for your personal or business use. This license is for the sole purpose of enabling you to use the Service as provided by us, subject to these Terms.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Service, our internal computer systems including technical delivery systems of our subcontractors used to provide the Service; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service or its users.

The Service may contain cryptographic functionality where the export of such could be restricted under applicable export control laws. You shall not export or re-export the Service or parts of it in violation of such laws or regulations.



Charging for Use of the Services

The Service is available as a Free plan for personal use, a paid Pro plan for professional use by individuals, and a Business plan for professional use by teams or organizations. We also offer a developer API ("Meetings API") as an extension of the Business plan, for customers who want to integrate Whereby in their own products or tools.

As a Free user, you can at any time choose to upgrade your account, which will give you additional Pro features in the rooms you own. The Pro features will then be available to all guests visiting the room, even if they're anonymous. We reserve the right to change the features included in our plans, the price of the paid plan and the structure of the plan at any time.

The Business plan requires creation of a custom subdomain (*company.whereby.com*) and allows you as the account creator to invite other users to create a profile in the account. By signing up for a Business account, you confirm that you are a legal representative, or are acting on behalf of such person, of the company name used in the account subdomain. You may not set up an account that impersonates or infringes on other's trademarks. If your content or actions in the service or usage of our API violate any laws, including but not limited to spam, phishing, copyright infringement, defamation, computer attacks or fraud, we will terminate your service as soon as we find out.

You will find an updated overview of the content of the plans on our [Pricing page](#). Details around use and billing of the Meetings API will be outlined in the Order Form you as a customer commit to. We will notify all paying users of material changes to the content, price and terms of the plan.

All payments shall be made in advance or otherwise as laid out on the Pricing page. If your payment is not successful, your room will be downgraded to the Free plan with access to Pro features removed. If you have created more than one room during your Pro subscription, you will need to select one room to keep using with the Whereby Free plan. Upgrading to Pro or Business will start a recurring subscription, and you will be billed every month in advance, on the day of month the subscription was first created. You can cancel the subscription at any time in the billing page, and you will then have access to Pro features for the remainder of the month you have paid for. When that month ends, your account will automatically be downgraded to the Free plan. Should you choose to reactivate your subscription before the account is downgraded, you will continue to have Pro features uninterrupted. In the case where payment fails for Pro and Business customers, you will be notified by email and inside the service. If repeated attempts to collect the payment fails, we may disable or block access to the account until payment of all invoices are settled. If payment is not received within a reasonable time, as outlined in our support center, the account will be downgraded to Free (for Pro) or deleted (for Business).

Payment processing services for Whereby, including the processing and storing of credit card data, are provided by Stripe Payments Europe, Ltd. ("Stripe") and are subject to the [Stripe Services Agreement — Norway](#) ("Stripe Services Agreement"). By agreeing to these terms and continuing to operate as a



customer of a paid Whereby plan, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Whereby enabling payment processing services through Stripe, you agree to provide Whereby accurate and complete information about you and your business, and you authorize Whereby to share with Stripe Payments Europe, Ltd. this information and transaction information related to your use of the payment processing services provided by Stripe.

3. Duration of the Service

The term of use of the Service depends on the choice you make. You can find the option on the website and if you will receive an email with the chosen Plan.

5. Privacy and Personal Data

When delivering the Service, Fundamentally will collect and process personal data about you and your use of the Service. By using the Service, you agree that that we can use your personal data in accordance with our Privacy Policy and in accordance with the consents you have given us. The Privacy Policy is available on [this page](#).

Fundamentally will comply with Dutch and EU privacy regulations.

6. Communication

Whereby may need to send you information about the Service, such as important service announcements and administrative messages, by SMS, email or other means of electronic communication, by posting a notice on the Website, or through any other relevant communication channels.

Whereby may offer to send you promotional information by SMS, email or other means of electronic communication. You may choose to opt in to receiving such communication and can manage your consents in the Settings page on <https://whereby.com/user/profile>.

7. Integrations

We may make available functionality allowing you to integrate other services ("Integration Service") into Whereby. Usage of such services will be governed by the Terms applicable for the Integration Service used. Currently these include [YouTube Terms of Service](#), [Google Drive Terms of Service](#) and [Atlassian Terms of Service](#).

When using the Service or third-party integrations to the Service, you may be exposed to commercial messages and advertisements. The Website and the Service may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Whereby of the contents of such third party websites. Whereby excludes any responsibility for the content of linked third party websites.

8. Intellectual Property Rights

All rights, title to and interest in the Service (excluding User Content) are and will remain the exclusive property of Whereby. The Service and its content are protected by copyright and other intellectual property rights in the country you reside as well as foreign countries.

Except for the limited, personal, non-exclusive, non-transferable and revocable license granted to you for the sole purpose of your use of the Service in compliance with the Terms, you are not granted any ownership of or license to any intellectual property rights in our Service or in the content owned by us our partners that you access through the Service.

The trademarks, logos, domain names and any other similar signs or symbols which are displayed on the Website or as part of the Service are the registered and unregistered marks of Whereby. Nothing in the Terms grants you the right to use any such marks.

You retain your rights to any Content you submit, post or display on or through the Service. By submitting User Content, you grant Whereby, or must procure that your licensors grant Whereby, a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, irrevocable and worldwide license to use, reproduce, store, modify, distribute, publish and create derivative works of such User Content for any purpose, commercial or otherwise. You represent and warrant that you own any User Content submitted by you or that you otherwise are entitled to submit such User Content and to grant us such license.

9. Termination

You may stop using our Service, by deleting your account in Settings on your personal account on the website. As a subscriber of a paid plan, you may terminate your subscription at any time, and will have access to the Service for the remaining (pre-paid) billing period. The Company reserves the right to terminate the Service and the agreement with you with immediate effect upon written notice to you. Users of the paid plans may be entitled to refunds and to the extent this is described on our [Support Center](#). No users are entitled to refunds upon termination due to breach of these Terms. What we consider Fair Use is described in our Support Center. We reserve the right to terminate accounts with usage that exceed the [Fair Use Policy](#).

10. Miscellaneous

Disclaimer of warranty. Whereby provides the Service to you "as is". You acknowledge that the Service is not error-free. You use it at your own risk and discretion. That means the Service doesn't come with any warranty. None express, none implied. The service will be continually developed, and you acknowledge that changes to functionality and layout may carried out without advance notice. Whereby makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of the Service. Whereby will from time to time have to carry out updates and maintenance of

the Service, due to technical, security or operational reasons, during which time the Service might be unavailable. Whereby will make reasonable efforts to arrange updates and maintenance outside of peak usage hours.

Limitation of Liability. Whereby shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the Service. In any event, Whereby's total liability shall not exceed the amount paid by you for the Service during the last 12 months prior to the incident that causes the liability.

Indemnity. You agree to indemnify, defend and hold harmless Whereby and its partners from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in breach of the Terms or applicable laws. Whereby reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall cooperate in good faith with Whereby in asserting any available defenses.

Partial invalidity. If any provision of the Terms is declared invalid or unenforceable by a court or other binding authority, the remaining terms (or parts), conditions and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

Force majeure. Force Majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, strikes or other labor disputes, riots or other civil disturbances, voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Neither party will have any liability, other than for the payment of money owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

Assignment. Whereby is entitled, in whole or in part, to assign its rights and obligations under the Terms to a third party at its own discretion.

Choice of Law and Dispute Resolution. The Terms shall be governed by and interpreted in accordance with Norwegian law. Any dispute, controversy or claim arising out of or in connection with the Terms shall be subject to the jurisdiction of the Norwegian courts with the district court of Oslo, Norway as the legal venue.

More questions?

You will find answers to the most [frequently asked questions](#) about the Service on the Website, or contact our support team at support@whereby.com. Most



questions will be answered within 24 hours. For questions related to these Terms, contact legal@whereby.com.

Privacy Policy

Effective date: March 15th, 2020

This Privacy Statement (the "Privacy Statement") is provided by:

Video Communication Services AS ("Whereby"/"we")

Gate 1 no. 101, 6700 Måløy, Norway

Business organization number NO 918470573

Introduction

This policy describes what information we collect when you use Whereby's sites, services, mobile applications, products, and content ("Services"). It also provides information about how we store, transfer, use, and delete that information, and what choices you have with respect to the information.

This policy applies to Whereby's online video meeting tool, including the website and mobile applications, and other Whereby websites (collectively "the Websites"), as well as other interaction (e.g. customer support conversations, user surveys and interviews etc.) you may have with Whereby.

This policy applies where we are acting as a Data Controller with respect to the personal data of users of our Services; in other words, where we determine the purposes and means of the processing of that personal data. For content and data that you upload to or make available through the Service ("User Content"), you are responsible for ensuring this content is in accordance with our Terms of Service, and that the content is not violating other users' privacy.

How we collect, process and store information

We in Whereby are committed to safeguarding the privacy of our users. Our business model is to provide a paid service to users who need additional features on top of the FREE version, and does not rely on widespread collection of general user data. We will only collect and process information that we need to deliver the service to you, and to continue to maintain and develop the service.

Whereby may collect, store and process various kinds of data, with different legal grounds, as listed below. For the categories of data that require your consent, we will actively ask you for consent before collecting any data. You can

give and revoke your consents at any time in your Settings page in <https://whereby.com>.

The following is a list of data we collect, process or store, with the purpose and legal ground listed for each item or group of items having the same purpose and legal ground:

- **User account information.** Users that choose to register in Whereby, will have to provide a valid email address or phone number. The user can also choose to enter a display name and/or add a profile picture that will be used to represent them in conversations. If you as a user choose to sign up with an external authentication service, e.g. Google Sign-In, we will fetch and store email address, name and profile image URL from this service.
- **Room information.** To create a room in Whereby, you as a user will have to select a room name. This name will be publicly visible, and will be used by other users accessing meetings in that room. You as a user is responsible for the content you enter into a room name, and the content has to be compliant with our guidelines for Prohibited Content in Terms of Services.

The information may be used for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. This is required to deliver the Service to you as user, by taking steps, at your request, to enter into and to fulfilling such a contract (Terms of Service) cf. GDPR art. 6 (1) item b.

- **Transaction information.** Customers that choose to purchase a paid version of the Services provide Whereby (and our payment processors) with billing details such as credit card information, billing email, banking information, location at the time of transaction and/or a billing address.

The transaction data may be processed for the purpose of supplying the purchased services and keeping proper records of those transactions. This data may be used for the purpose of delivering the Services to you. Processing this information is required for fulfilling the contract we entered into with you, at your request (our Terms of Service) cf. GDPR art. 6 (1) item b. Additionally, this information needs to be retained in order to comply with accounting and tax regulation cf. GDPR art. 6 (1) item c.

- **Usage information.** When you as a user interact with the Services, we collect and process metadata to provide additional context about the way the Service is being used. The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our server software and our analytics tracking system.

- **Product Analytics data.** Whereby logs activities by you and other users when the users interact with our websites or apps, when a page or a room is visited or where there is a conversation. We will never collect or record the content in conversations.
- **Technical log data.** Like most digital services, our servers automatically collect information when Websites or Services are accessed or used and record it in log files. This log data may include the Internet Protocol (IP) address, the address of the web page visited within the Services, browser type and settings, the date and time the Services were used, information about browser configuration and plugins, language preferences and cookie data.
- **Device information.** Whereby may collect and process information about devices used to access the Services, including type of device, what operating system is used, device settings, application IDs, unique device identifiers and crash data. Whether we collect and process some or all of this information depends on the type of device used and its settings.
- **Location information.** We receive information from you and other third-parties that helps us approximate your location. We may, for example, use a business address submitted by your employer, or an IP address received from your browser or device to determine approximate location. Whereby may also collect location information from devices in accordance with the consent process provided by your device.

The legal basis for this processing is our legitimate interests cf. GDPR art. 6 (1) item f, namely using this data for the purpose of ensuring the proper administration of our website and business, analyzing the use of the website and services, monitoring and improving our website and services, improving the user experience, preventing abuse, and assisting users with support inquiries. For information about cookies and how to opt out of cookies, see our [Cookie Policy](#).

- **Customer Support Information.** We may process information that you send to us, should you choose to submit a ticket to our support email. If you contact us, we may use your Account, Room, Transaction or Usage Information to respond.

Processing this information it is required for performing the contract we entered into with you, at your request (our Terms of Service), as well as our legitimate interest of handling your requests cf. GDPR art. 6 (1) item f.

- **Product & Marketing communication.** We may process information that you provide to us for the purpose of subscribing to our email newsletters. You can opt in to emails such as digests, newsletters, and activity notifications through your account's "Settings > Privacy > Consents" page.

The notification data may be processed for the purposes of sending you relevant product information or newsletters. The legal basis for this processing is your consent cf. GDPR art. 6 (1) item a.

- **Service and transactional notifications.** Sometimes we'll send you emails about your account, service changes or new policies. You can't opt out of this type of "service or transactional" emails (unless you delete your account) as they are necessary information for the Services.

The legal grounds for processing this information is that it is required for performing our commitment about communicating changes in plans and pricing to you in the contract we entered into with you, at your request (our Terms of Service) cf. GDPR art. 6 (1) item b, and our legitimate interest of communicating important information about your account to you, cf. GDPR art. 6 (1) item f.

- **Correspondence information.** We may process information that you choose to share with us if you participate in a focus group, contest, activity or event, apply for a job, interact with our social media accounts or otherwise communicate with Whereby

The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests cf. GDPR art. 6 (1) item f, namely the proper administration of our website and business and communications with users.

- **Integrations with external services** You as a participant in a meeting may choose to open one of the integrations we provide (Google Drive, YouTube, Trello and others) in rooms where these have been enabled. We may store data from use of integrations in a local browser storage, and process this to enrich the user experience. This data can be deleted with the delete option in the integration settings or by deleting it from the cache of your browser. When using an integration, metadata like title, thumbnail, dates and share permissions about content selected may be fetched and displayed in the web page. We may store non-personal/non-restricted information (eg. content id and access date) in a local browser storage to display lists of recent opened integrations. Restricted metadata is always stored by the services themselves and requires explicit consent given by the facing user to fetch it. The implementation is in compliance with the services privacy policies: [Google Privacy Policy](#) and [Trello Privacy policy](#)

The information may be used for the purposes of operating our website and providing our services. This is required to deliver the Service to you as user, by taking steps, at your request, to enter into and to fulfilling such a contract (Terms of Service) cf. GDPR art. 6 (1) item b.

How we process media (audio/video)

We will never store any media sent between participants in a room. Customers who have access to the "Recording" feature will be able to record meetings, and they are then responsible for collecting consents from all participants in the meeting prior to starting the recording. They are also responsible for storing and processing the recording in compliance with regulations after downloading it from Whereby.

Security

In the FREE version of the Service, users can use "Small meeting" mode (up to 4 participants). In "Small meeting" mode, communication between participants are primarily sent through peer-to-peer connections, where audio and video streams are sent directly between participants and do not pass through any of our servers. Video and audio transmitted in the Service is then sent directly between the participants in a room and is encrypted (DTLS-SRTP) with client-generated encryption keys. In cases where a user is behind a strict firewall or NAT, video and audio need to be relayed via a TURN server, but end-to-end encryption is still maintained.

If you have upgraded a room to PRO, you can choose to use "Large meeting" mode (up to 12 participants). Calls using "Large meeting" mode will use a dedicated server infrastructure to allow more people in conversation, and better stability. Your stream will be sent through video router servers which transmits it to the other participants in the call, and also transmits their streams to you. Streams will always be encrypted (DTLS-SRTP) in transit, but will be decrypted and re-encrypted when passing through the video routers. We operate an infrastructure of video routers distributed across the world, and you will be automatically routed to the closest one. The video router servers and all of our infrastructure adhere to strict security measures, preventing any eavesdropping or interruption of the video/audio streams.

Providing your personal data to others

We may share information about with third parties in some circumstances, including: (1) with your consent; (2) to a service provider or partner who meets our data protection standards; (3) with academic or non-profit researchers, with aggregation, anonymization; (4) when we have a good faith belief it is required by law, such as pursuant to a subpoena or other legal process; (5) to protect the vital interest of others, when we have reason to believe that doing so will prevent harm to someone or illegal activities.

Our categories of service providers and partners are:

- Hosting/infrastructure/storage providers
- Payment processors
- Analysis tools providers
- Customer Support tools providers
- Marketing and email providers
- Recruiting tools providers

- Internal communication tools providers

Business Transfers

We may disclose your personal data to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy.

In the case where we are involved in a merger, acquisition, bankruptcy, reorganization or sale of assets such that your information would be transferred or become subject to a different privacy policy, we will notify you in advance and give you the option to delete your data before the transfer.

International transfers of your personal data

In some circumstances your personal data may be transferred to countries outside the European Economic Area (EEA). You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others. For information about what types of content you as a user is responsible, see this [Terms of Service](#).

We and our other group companies have offices and facilities in Norway, Sweden, United States. The hosting facilities for Account information stored by Whereby are situated in Ireland. The hosting facilities for Usage information are situated in Ireland and the United States. Transfers to the United States will be protected by appropriate safeguards, namely the use of standard data protection clauses adopted or approved by the European Commission, a copy of which can be obtained from https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en.

Retaining and deleting personal data

Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

We will retain your personal data as follows:

- Transaction information will be retained for a minimum period of 5 years following date of the transaction, and for a maximum period of 10 years following the date of the transaction.

In some cases it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:

1. Account information, Room information will be retained until you decide to delete your account or delete a room in Whereby.
2. Information about you used for Product & Marketing communication will be retained as long as you have given us consent to use this information.

3. The period of retention of usage information will be determined based on the need for historical data to determine statistical validity and relevance for product decisions and technical monitoring.

Regardless of the provisions above, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

Changes to this policy

We can change these Terms at any time. We keep a historical record of all changes to our Terms on [GitHub](#). If a change is material, we'll let you know before it takes effect. By using Whereby on or after that effective date, you agree to the new Terms. If you don't agree to them, you should delete your account before they take effect, otherwise your use of the Service and Content will be subject to the new Terms.

Managing and deleting your personal information

If you have a Whereby account, you can access, modify or export your personal information, or delete your account in [Settings](#). If you delete your account, your information and content will be unrecoverable after that time. You may instruct us at any time not to process your personal information for marketing purposes, by adjusting your [Privacy settings](#)). We may withhold personal information that you request to the extent permitted by law.

Your rights

As an individual you are granted rights according to the applicable data protection law:

- The right to access to your personal data
- The right to rectification of your personal data
- The right to object to and restriction of our processing of your personal data
- The also right to be forgotten; erasure of your data.
- The right to data portability.

If you have provided your consent to your processing of personal data, you may also withdraw your consent at any time, on our [Settings > Consent](#) page.

The rights are not absolute, and you may read more about your rights in the EU general data protection regulation Chapter III, or at https://ec.europa.eu/info/law/law-topic/data-protection/reform/rights-citizens_en

To exercise your rights or if you otherwise have any questions regarding our processing of your personal data, we encourage you to contact us as described below. However, we also notify you that you may raise complaint to a data protection authority. As a Norwegian company, Whereby uses the Norwegian

Data Protection Authority (Datatilsynet) as a supervising authority. You may find further information on their website: <https://www.datatilsynet.no/>. You may contact your national/state supervisory authority, but Whereby will retain the Norwegian Data Protection Authority as our lead supervisory authority.

Data protection officer

Our data protection officer's contact details are: Arne Gleditsch, privacy@whereby.com

To learn more, visit the [Privacy section in our FAQ](#).

For any questions about this privacy policy, please contact legal@whereby.com.

Cookie Policy

Last updated: May 25th, 2018

General

This Cookie Policy is an addendum to the Terms of Service and Privacy Policy of Whereby. Any definitions used in those Policies, will have the same meaning in this Policy.

This Policy outlines how Whereby uses Cookies and other tracking technologies to run and deliver the service, and how you can choose which type of tracking to disable.

What is a cookie?

A cookie is a small text file with an identifier sent by us to your computer or mobile device, and stored in your browser. "Session-based" cookies last only while your browser is open and are then deleted. "Persistent" cookies last until you or your browser deletes them, or they expire. Cookies do not typically contain any personally identifiable information, but may be linked to personal information we store about you. E.g. if you are logged in with a registered user, the cookie will help us remember that you are logged in when you return to the site. To find out more about cookies, visit [this site](#).

What is local storage?

Local storage is a component of the Web storage application programming interface. It is a method by which Web pages can store information inside your Web browser. Similar to cookies, this stored information exists even when you close a browser tab, surf away from the current website or close the main browser. But unlike cookies this data is not carried to the remote Web server unless sent explicitly by the web page. Local storage is often used to remember choices a user has made inside a Web application or to cache information to improve performance. Elements stored in browser Local storage is covered by

this policy to the extent that the information stored in these elements is communicated back to the server.

Managing cookies and local storage

Most browsers allow you to refuse to accept cookies and to delete cookies. If you block cookies, you may not be able to use all the features on our website, or have a worse experience. We have gathered information about how you can block and delete cookies and local storage elements in this [FAQ article](#).

How we use cookies and local storage

Whereby uses cookies and local storage on our sites (Whereby and any subpages) and mobile applications. Any browser visiting these sites will receive cookies from us. Whereby uses cookies and similar technologies in our Websites and Services that help us collect information needed to run and deliver the Service.

Cookies and local storage that we use

We use cookies for the following purposes:

Categories of use	Description
Authentication	We use local storage to identify you when you visit our website and to authenticate calls our web application makes to the backend servers on your behalf. If you're signed in to Whereby, this helps us show you the right information and personalize your experience. (Local storage element used for this purpose is: "CredentialsStorage")
Analysis	We use cookies to help us analyze the usage patterns and performance of our website and services. We use services from Amplitude and Google Analytics for this purpose, see the cookie list for more details.
Payment and Fraud detection	We use cookies to enable easy payment processing and to detect fraud through our payment processor Stripe Payments Europe, Ltd. ("Stripe"). See the cookie list for cookies related to this.
Integrations	We may use cookies in your browser to access and share content from third-party Integration Services that you choose to enable in the Service. Some integrations will not work for users who have blocked third-party cookies in their browser, as it will then not be possible for us to open the content from the Integration Service for them. (Cookies used for this

Categories of use

Description

	<p>purpose depends on which Integration Services you have enabled).</p>
Advertising	<p>We may use cookies and similar tracking technologies of third parties, to learn whether someone who saw an ad in a marketing platform later visited our site and took an action (e.g. created an account or upgraded to a paid plan), and provide our advertising partners with information about how the ad performed. We may also work with advertising partners to show you an ad off Whereby, after you've visited our site or application.</p>

[date cookie list.](#)

[up-to-](#)

Integrations

We may make available integrations to other web-based services, allowing you to open those services inside Whereby. In order to use third-party integrations in this category, it may be necessary for you to enable support for third-party cookies in your browser. The reason for this is that such integrations may depend on cookies to assert your identity and/or authenticate your access to any non-public assets (documents, boards, etc) opened through them.

<https://whereby.helpscoutdocs.com/category/382-account-and-privacy>