

Whereby

Terms of Service for Whereby Embedded

Last updated: January 24, 2022

Effective date: February 15, 2022

1. Agreement and Definitions

These Terms of Service for Whereby Embedded ("Terms") apply to the Use of the Whereby Embedded Product, application and website (the "Service"), and constitute a contract between You, a customer being an individual or an entity which shall receive a license to Use the Service ("You" or "Your") and the company providing the Service, Whereby AS, Gate 1 107, 6700 Måløy, Norway ("Whereby").

These Terms govern Your access to and use of the Service ("Use"), 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 Whereby's ("User Content"). Such content is the sole responsibility of You or the individual or entity that has made it available, see below for restrictions on content in the Service. When "Content" is used in this document, it refers to both contents provided by Whereby and User Content collectively, unless otherwise specified. Whereby may make available to You Whereby help articles, user manuals, training materials, specifications and other documentation applicable to the Service ("Documentation").

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

2. Acceptance of Terms

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may be applicable to the Service (collectively referred to as “Terms”). The Terms shall form an integral part of the Whereby Services Order Form signed by You describing Your order for purchase and Use of the Service, hereunder license details such as quantity, duration and fees payable by You (“Order Form”). If You are ordering the Service and entering into this contract on behalf of an entity, You represent that You have authority to bind that entity. If You do not have such authority or You do not agree to these Terms, neither You nor the entity may Use the Service.

By signing the Order Form and Using the Service You affirm that you are using our service in compliance with applicable laws governing privacy and data protection. You also affirm that you have made your users aware that they are using Whereby and where they can find our [Privacy Policy](#), for instance by providing a link to our terms within your own privacy policy or by allowing a link to our [Privacy Policy](#) to be shown to users before they join a call.

3. The Service (Whereby Embedded)

The Service provided to You by Whereby is a developer Application Programming Interface (“API”) for You to integrate the Service in Your own website, products or tools. The Service Whereby Embedded allows creation of meeting rooms that can be embedded in Your app or website.

The Use of the Service requires that (1) You are an individual or entity who is primarily Using the Service for commercial or business purposes as part of a commercial enterprise, (2) that You or any users have hardware, software, telecommunications and Internet connection fulfilling certain recommended requirements, as may be specified in [the Whereby Support Center](#). If the recommended requirements are not met, You and Your users may potentially still Use the Service, but normally with lower quality or performance which will under no circumstances entail any right to claim any compensation from Whereby.

You are solely and fully responsible for Your and Your users Use of the Service, including all activities occurring under such user accounts and the lawfulness of any User Content displayed, shared, uploaded or otherwise made available by You or Your users in the Service.

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RESTRICTIONS

Subject to Your payment of the applicable fees and compliance to the Terms, Whereby gives You a limited, worldwide, royalty-free (other than included in the fee for the Service), non-assignable, non-sublicensable, non-transferable, revocable and non-exclusive license to Use the Service and the Documentation solely for Your internal business operations and in accordance with the details given in the Order Form and the correct use as described in the Documentation. This license is for the sole purpose of enabling You to use the Service as provided by Whereby, subject to the Terms.

You or any user, authorised or not, may under no circumstances do, or allow any third party to do, any of the following:

1. Access, tamper with, or use non-public areas of the Service, Whereby's or its subcontractor's computer systems including technical delivery systems;
2. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
3. access or search or attempt to access or search the Service by any means (automated or otherwise) other than through the at all times currently available, published interfaces that are provided by Whereby (and only pursuant to those terms and conditions), unless You have been specifically allowed to do so in a separate agreement with Whereby;
4. 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
5. 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;
6. transfer, sublicense, or assign Your rights under this license to any other individual or entity unless expressly authorised by Whereby in writing;
7. copy, modify, adapt or create derivative works of the Service or the Documentation;
8. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive or obtain the source code or algorithm or the like underlying or contained in the Service;

Whereby

10. Use the Service that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorised by Whereby in writing;
11. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Service or the Documentation.

You may permit a third party to Use the Service licensed to You under the Terms if such Use is solely (1) on Your behalf, (2) for Your internal operations, and (3) in compliance with the Terms. You agree that you are liable for any breach of the Terms by such third party.

The Service may contain cryptographic functionality where the export of such could be restricted under applicable local and extraterritorial export control laws and regulations to which You are solely and fully responsible for complying with. You shall comply with such laws and regulations and You shall not export or re-export the Service or parts of it in violation of any such laws or regulations and obtain all required local and extraterritorial authorisations, permits and licenses.

Whereby does not provide an archiving service, and no User Content will be stored or archived as part of the Service. You are solely responsible for ensuring storage and creating backup of User Content.

Your license is valid only for the applicable term in the Order Form, unless otherwise terminated in accordance with the Terms.

5. Content and Use of the Service

You represent and warrant that You or any users have or have secured all necessary rights (including intellectual property rights) and permissions to share, distribute, publish and make available User Content and license User Content and that User Content will not infringe the rights of any third party. Whereby does not claim ownership in User Content except for Whereby's own content that Whereby license to You that may be incorporated into User Content.

You agree that Whereby reserve the right to access, read, preserve, and disclose any information as Whereby reasonably believe is necessary to:

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2. enforce the terms, including investigation of potential violations thereof,
3. detect, prevent, or otherwise address fraud, security or technical issues,
4. respond to user support requests, or
5. protect rights, property or safety, users and the public.

You shall only use the Service consistent with all applicable laws and regulations and shall refrain from and ensure Your users refrain from, Using the Service for illegal or prohibited activity. You acknowledge that Whereby reserves the right to report illegal activity to applicable local authorities and to Whereby's discretion remove any and all Content transmitted via the Services which is prohibited.

Prohibited User Content includes *inter alia* and 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 others' trademarks, copyright or legal rights or intellectual property rights;
- contains restricted or password-only access pages or hidden pages or images;
- 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.

Any use or reliance on any Content or materials posted via the Service or obtained by You or Your users through the Service is at Your own risk. Whereby does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service.

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mislabeled or is otherwise deceptive. Under no circumstances will Whereby 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.

You acknowledge that the Service is not designed or intended for use in hazardous circumstances or for use that requires performance of fail-safe where failure could lead to personal injury, death or environmental damage. You shall not Use the Service for such purposes.

6. Fees and payment

Fees payable for Your license to Use the Service is stated in the Order Form which includes the limits for usage of the Service. You have 12 months from Service Start Date (as defined in the Order Form) to use the Service.

By using the Service, You must enter into the Embedded Plan for Whereby. Details around entitled Use and billing of Whereby Embedded will be outlined in the Order Form You commit to.

The pricing model subscribed to, for the license term of the Service is specified in the Order Form. All payments shall be made in advance or otherwise as set forth in the Order Form.

Whereby will notify all paying users of material changes to the content, price and Terms inclusive of the Order Form and or any agreement related hereto. Your continued use of the Services following the notice of such changes, constitutes Your acceptance of the changes.

Whereby reserves the right to make amendments to the fees for the Service which will be effective upon any renewal of the license term for the Service. You will be informed of any amendments to the fees at the latest 1 month prior to the automatic renewal as described in Section 13 concerning Term and Termination. If Whereby receives no objection in writing, within 1 month of this notification, Your continued use of the Services following the notice of such changes, constitutes Your acceptance of the changes.

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(including any interests on delayed payment) has been received. You will be able to Use what you have paid for. Whereby reserves the right to pursue overdue payments including interest on the delayed payments by transferring the claim to a debt-collecting agency and/or by initiating legal proceedings. You may be liable to pay for the costs related to the collection of overdue payments if You do not cooperate with Whereby in resolving the non-payment.

If payment is made by credit card, the payment process, including the processing and storing of credit card data, will be provided by a subcontractor of Whereby as a payment provider and will be subject to the terms of the payment provider which are included in the payment process. By agreeing to the Terms and continuing to operate as a customer of Whereby, You agree to be bound by the payment provider's terms, as the same may be modified by the payment provider from time to time. As a condition of using the payment process, You agree to provide Whereby and/or the payment provider accurate and complete information about You as a customer and Your business, and You authorizes Whereby to share with the payment provider this information, including any transaction information, related to Your use of the payment processing services provided by the payment provider.

All fees are stated exclusive of any applicable taxes, and You are required to pay any sales, use, GST, value-added, withholding, or similar taxes or duties, whether domestic or foreign, related to the transactions under the Terms, other than taxes based on the income of Whereby. You will pay all amounts due under the Terms and the Order Form in full without any set-off, counterclaim, deduction or withholding. In the event any payment that You make in relation to the Terms and the Order Form is subject to a deduction or withholding, You shall be responsible for making the appropriate payment to the appropriate taxing authorities and financially responsible for interest, penalties, fines, or similar liabilities resulting from the Your failure to timely remit such taxes to the proper governmental authority or agency. You shall provide applicable tax receipts/certificates of such withholding to Whereby on a timely basis.

7. Confidentiality

Each party (as "Receiving Party") agrees that all business, technical, commercial and financial information it obtains from the disclosing party ("Disclosing Party") constitutes the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably

Whereby

are deemed Whereby's Confidential Information.

Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under the Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 8 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 8.

The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation, or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided that (unless prohibited by law) the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.

8. Privacy and Security

When delivering the Service, Whereby may collect and process personal data about the Customer and the Customer's and any user's use of the Service as per the Privacy Policy which forms part of the Terms. All processing of personal data by You shall be subject to Whereby's Data Processing Agreement. Unless otherwise agreed, You shall be the data controller with regards to the processing of personal data. For selected data categories listed in the Data Processing Agreement, Whereby shall be a data controller.

In the event of You becoming aware of any actual or alleged breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Confidential Information and technical configuration belonging to Whereby or its customers, You shall notify the Whereby in writing without undue delay, and in any event within 72 hours to security@whereby.com and in compliance with Supplier's Vulnerability disclosure policy found at <https://whereby.com/information/vdp/>.

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9. Communication and Support

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 receive such communication and can manage Your notification settings in the Settings page.

You will provide tier one support to Your users Using the Service. Whereby will provide Documentation such as training material and guidance for support of video meetings to You. If further escalation is required to assist the user, Whereby will provide remote support to Your service team rather than the end user. Any support from Whereby to Your end user directly will need to be in writing and include agreed upon terms between You and Whereby for this purpose.

10. Marketing and Attribution

Whereby can use Your logo, trademarks, and trade names in Whereby's marketing materials including website, email, social media, and press releases. Whereby may ask for permission to use quotes provided by You in marketing materials including website, email, social media, and press releases. You may be asked to participate in a promotable case study, which will require minimal time from You. You will include attribution to Your use of the Service that is visible to Your customers or other meeting participants while in a video meeting. This could include, but does not have to be limited to, the Whereby logo being visible during the entire meeting.

11. Intellectual Property Rights

All tangible and intangible rights, benefits, title to, interest and any and all intellectual property rights, whether registerable or not, in the Service (excluding User Content) and

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patent rights, trade secrets, moral rights, know-how, and any other intellectual property rights (including applications and disclosures) recognized in any country or jurisdiction worldwide.

Except for the limited, non-exclusive, non-transferable and revocable license granted to You for the sole purpose of Your use of the Service and the Documentation in compliance with the Terms, You are not granted, neither expressly or implied, any ownership of or license to any intellectual property rights in the Service, the Documentation or in the content owned by Whereby or Whereby's subcontractors or any other partners that You access through the Service.

If You communicate to Whereby any suggestions for improvements, ideas, enhancement requests, complaints or other feedback in connection with the Service, Whereby shall own all right, title, and interest in and to the same, even if You have designated the feedback as confidential, and Whereby shall be entitled to use the feedback without restriction.

The trademarks, logos, domain names and any other similar signs or symbols which are displayed as part of the Service or the Documentation are the registered and unregistered marks of Whereby. Nothing in the Terms grants You the right to use any such marks without the prior written consent by an authorized person at Whereby.

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

12. Term and termination

The license term for which You are entitled to access and Use the Service is included in the Order Form (the "Initial Term"). Upon the expiry of the Initial Term, the term is automatically renewed for a successive period of 12 months (each 12 month being the "Renewal Term") and will be governed by the Terms in this agreement, unless You

Whereby

new Renewal Term if You have not sent a written notice of termination of the Service to Whereby in the aforementioned manner within 1 month prior to the expiry of the Renewal Term.

We shall send you a reminder for the renewal of license term to your account's email address at least 15 days days before your billing date of the first month in the Renewed Term. Unless required by law in the state or country you reside, Whereby is not obligated to provide this notice. You acknowledge that (i) your failure to read or (ii) your inability to receive creates no liability for Whereby or any third-party service.

If You fail to provide written notice of termination within 1 month prior to the expiry of the Initial Term or the applicable Renewal Term, or You decide to terminate the Service during such terms, You will not be entitled to any refunds, but You will have access to the Service for the remaining license term.

Whereby reserves the right to suspend or terminate the Your Use in whole or part with immediate effect, without incurring liability of any kind if You have breached the Terms inclusive of the Order Form and or any agreement related hereto. For example, but without limitation, Whereby may suspend or terminate Your or Your users Use of the Service if You or Your users are not complying with the Terms, or if You or Your users Use the Service in any way that may cause Whereby legal liability or disrupt others' use of the Service or damage to Whereby's business or reputation, or for any other reason. For breaches of less serious nature, You may be given 30 days to cure any such breach. If Whereby does not receive evidence of the breach being cured or reasonable efforts for the breach being cured prior to the expiration of the 30 day period from the day of receiving such notice, the Service shall be terminated immediately. You are not entitled to refunds for the remaining license term upon Whereby's suspension or termination due to cause.

You may seek early termination of the license term in case of an uncured material breach committed by Whereby, such as, consistent failure to meet the service commitment as per SLA or breaching a fundamental Term inclusive of those found within the Order Form and or any agreement or related hereto. For the termination to be effective, You must inform Whereby in writing as soon as practicable, but in any event prior to the notice for termination , providing reasonable detail describing the facts and circumstances of such potential breach and identifying the specific representation and warranty alleged to have been breached to customersuccess@whereby.com. If Whereby fails to remedy such breach after being notified by Customer within 30 days, the customer may request for early termination of this agreement, and the rights and obligations granted hereunder, by giving 1 month's written notice to the same email.

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Whereby, in making, maintaining, accessing and using the Service for the remainder of the period of the license term that You have paid for, unless Whereby suspends or terminates Your access to and Use of the Service in accordance with the Terms.

Upon expiration or termination of the Service, Your license and right to Use the Service will immediately terminate, You and Your users will immediately cease all use of the Service, and You will return and make no further use of any Confidential Information belonging to Whereby.

13. Miscellaneous

Amendments. TWhereby may, from time to time, change or modify the Terms or any of Whereby's terms and policies referenced in or incorporated by the Terms. Your continued use of the Service, following the notice of the changes to Whereby's Terms and policies, constitutes Your acceptance of the amended Terms and policies.

Disclaimer of Warranty. Whereby provides the Service and the Documentation "as is", and with no warranties, expressed, statutory or implied. You acknowledge that the Service is not error-free and will not operate uninterrupted. You use the Service and the Documentation at Your own risk and discretion as the Service will be continually developed, and You acknowledge changes to functionality which You may be given notice of. Whereby makes no and expressly disclaim all warranties, expressed, statutory or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, design, condition, capacity, 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. In addition, Whereby does not warrant that the Service or any equipment, system or network on which the Service is used will be free of vulnerability to intrusion or attack. No advice or information, whether oral or written, obtained from Whereby or elsewhere shall create any warranty. To the maximum extent permitted by applicable law, Whereby expressly disclaims, and You expressly waive, all warranties implied at law, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and all warranties implied from custom, course of dealing or usage in trade.

Limitation and Exclusion of Liability. In no event, and to the fullest extent permitted under applicable law, will Whereby be liable, regardless of the theory of liability or

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incidental, special, punitive or consequential damages, loss or interruption of business, loss of revenues, profits, goodwill or business opportunities or anticipated sales or savings, or loss or corruption of data or damages resulting from loss or corruption of data or loss of access to the Service. In any event, Whereby's total liability shall under no circumstances exceed the amount paid by You for the Service during the last 12 months prior to the incident that causes the liability. This limitation of liability is cumulative and not per incident, and all exclusions and limitations of liability shall apply whether or not a party has been advised of the possibility of such damages.

Indemnity. You agree to indemnify, defend and hold harmless Whereby and its subcontractors and partners from and against all claims, liabilities and expenses (including reasonable attorney's fees) that arise from Your and Your users use of the Service in breach or alleged breach of the Terms or applicable laws or otherwise related to User Content. Whereby reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You. You shall cooperate in good faith with Whereby in asserting any available defences, and You shall not settle any claim without Whereby's written consent if the settlement requires Whereby to take any action, refrain from taking any action, or to admit any liability.

Notice of Unauthorized Use. You must immediately report to Whereby and use reasonable efforts to immediately stop any Use of the Service in violation of the Terms that You become aware of or suspect.

Equitable Relief. You acknowledge that a breach of any confidentiality or proprietary rights provision of the Terms may cause Whereby irreparable damage, for which the award of damages would not be adequate compensation. Consequently, in the event of any such breach or threatened breach, Whereby shall have the right to an injunction, specific performance or other equitable relief, in addition to any other legal rights or remedies which it may have available, and You shall be responsible for Whereby's costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred in enforcing any of the provisions of the Terms.

Compliance with external requirements. You are solely and fully responsible for ensuring that You and Your users Use of the Service is in compliance with applicable laws, treaties and regulations.

Anti-bribery and Anti-corruption compliance. To use the Service You have to comply with all applicable laws and regulations on anti-bribery, including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the OECD

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No Third-Party Beneficiaries. The rights and obligations under the Terms and the Order Form is intended for the sole exclusive benefit for You and Whereby and only You or Whereby may enforce such rights and obligations, except for what is otherwise explicitly stated in the Terms.

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.

Independent Parties. Nothing contained herein or done pursuant to the Terms shall constitute either party being the agent or employee of the other party for any purpose or constitute the parties as partners or joint venturers. Except as expressly permitted under the Terms, neither party may bind or act on behalf of the other party.

Waiver. In no event shall any delay, failure or omission of Whereby in enforcing, exercising or pursuing any right, claim or remedy under the Terms be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing. The waiver of a breach or right under the Terms will not constitute a waiver of any other or subsequent breach or right.

Force majeure. Force Majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, epidemics, strikes or other labour 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 any amount owed to the other party, 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 including the Order Form and any agreement or terms related hereto, such as the Data Processing Agreement, to a third party at its own discretion. You shall not, in whole or in part, assign any of Your rights or obligations nor delegate any of Your obligations under the Terms, by operation of law or otherwise, to any third party without the express prior written consent of Whereby.

Survival. All provisions of the Terms that by their nature survive termination or expiration of Service shall survive such termination or expiration. This includes but is not

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Heading. Headings used in the Terms or the Order Form are for convenience of reference only and do not constitute a part of the Terms or the Order Form and will not be deemed to limit, characterize or in any way affect the interpretation of any provision.

Entire Agreement. Except as amended by Whereby from time to time, the Terms and the Order Form constitutes the entire agreement between You and Whereby with respect to the Use of the Service and supersedes any conflicting or additional terms contained in any purchase order You may issue or the like, all of which terms are excluded. You and Whereby agree that the English version of the Terms and the Order Form will govern in the event of a conflict between it and any version translated into another language.

Governing Law and Dispute Resolution. The Terms shall be governed by and interpreted in accordance with Norwegian law, without giving effect to the choice of law principles thereof. The Terms will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute, controversy or claim arising out of or in connection with the Terms or the breach, termination or invalidity thereof shall be subject to the jurisdiction of the Norwegian courts and shall be settled by the district court of Oslo, Norway as the legal venue.

About

[About us](#)

[Our vision](#)

[Careers](#)

[Press](#)

[Video Conferencing](#)

Product

[Embedded](#)

[Meetings](#)

[What's New](#)

[Status](#)

Pricing

[For Embedded](#)

Social

[Blog](#)

Whereby

[Instagram](#)

[Facebook](#)

Support

[Getting started](#)

[Support Center](#)

[Terms of Service](#)

[Cookie Policy](#)

[Privacy Policy](#)

[GDPR Statement](#)

[VDP](#)

[Sitemap](#)

Get in touch

[Contact Support](#)