

# Terms & Conditions

TLDR (Too long, didn't read)

- We realize that many users and customers, like us, rarely read the entirety of most terms & conditions. As such, we find it fitting to provide a quick overview.
- We encrypt all your communications, have no access to your conversations or communication sessions and do our best to store the least amount of data possible to protect you.
- Our free services require no login, email or any other personal details to use.
- You agree to not upload, stream or showcase any user content that is owned by another party unless you are legally able to do so.
- You will agree to not engage in any illegal, harassing, bullying, or libelous activities on our platform.
- The free version of xroom.app is for legitimate individual use only (personal communication). Commercial use of xroom.app as part of your business offering requires one of our paid plans.
- An upfront monthly payment, for our monthly paid plans, is required when upgrading from a free to paid account.
- All payments are accepted via Stripe, a secure payment provider.
- We reserve the right to terminate accounts not in compliance with our terms.
- Changes to our terms or plans may occur and we will notify you when significant material changes occur.
- The xroom.app service comes "as-is" and without any warranty.
- If you need any specialized agreements, please reach out to [legal@xroom.app](mailto:legal@xroom.app)
- If you having any other questions please contact us at [support@xroom.app](mailto:support@xroom.app)

We are here to help you maintain simple and secure communications and have no interest in obtaining your personal information. If you have any comments, concerns or suggestions please contact us at [support@xroom.app](mailto:support@xroom.app). These terms apply generally to the use of the service xroom.app (the "Service" or "xroom.app"), and constitute a contract between you and the company providing the Service, Nisdos Estonia OÜ, Artur Lind Building Sepapaja 6 11415 Tallinn Estonia (Sepapaja tn 6 Lasnamäe linnaosa, Tallinn Harju maakond 15551) ("The Company").

Application of the terms

- These terms govern your access to and use of the xroom.app application and website (the "Service"), and any communications including video, text, sound, 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 xroom.app's ("User Content"). Such content is the sole responsibility of the person or entity that has made it available. When "Content" is used in this document, it refers to both contents provided by xroom.app 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 xroom.app may engage or otherwise cooperate with in connection with the Service.

#### All xroom.app users

- The following terms of service apply to your use of and access to xroom.app as a free user or paying customer. By using xroom.app you agree to these General Terms and the Privacy Policy (collectively referred to as "Terms").
- For free and monthly subscribers, 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 use. This license is for the sole purpose of enabling you to use the Service as provided by us, subject to these Terms.
- If you are a customer using our API, specific API Terms below may apply and also require the application of a Data Processing Agreement. Please read them carefully. If you don't agree to the Terms, you can't use xroom.app.

#### Changes to terms

- Changes to these terms may occur. If we make any significant changes, we will send you an email and let you know, so please make sure your account has an up-to-date email address. If you continue to use xroom.app after being notified of a change, then you have accepted the new terms.

#### Your usage

- You are responsible for anything that happens under any of your xroom.app sessions, accounts, or communications regardless of where you are geographically. You are responsible for your use of xroom.app, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by you in the Service ("the User Content").
- If you are a visitor to xroom.app, you don't need an account or a customer relationship with Nisdos Estonia OÜ.

#### Our Standard Plans

- We have four standard plans (Free, Private, Streaming and Enterprise). All prices for the plans are per month — and are billed monthly to retain your xroom.app seat(s). We also offer an API as an extension of several of our plans, for customers who want to integrate xroom.app in their products or tools.
- As a Free user, you can at any time choose to create an account and begin a subscription plan, which will give you additional features in the platform. These features will then be available to all guests visiting your room(s), even if they're anonymous.
- Several of our plans require the creation of a custom subdomain (*meetings.yourwebsite.com*). By signing up for these plans, 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 others 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.

- LTD plans may be governed by additional agreements and may exclude certain terms within this document. Such agreements will purposely be made between xroom.app and a secondary party.

#### Changes to our paid plans

- You will find an updated overview of the content of the plans on our website. In the future, pricing for the standard plans may change. 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. You will receive fair notice of any changes (we will send you an email) to the content, price and terms of the plan. Any custom plans negotiated will also be renegotiated, should pricing change, after any applicable contract expires.

#### Payment processing

- We offer up-front payment with credit and debit cards through Stripe. We do not offer additional services like invoicing or financial analytics unless specifically agreed upon.
- All payments shall be made in advance, as laid out on the Pricing page, and will include applicable taxes.
- Upgrading to paid plans will start a recurring subscription, and you will be billed every month in advance, on the day of the month the subscription was first initiated.
- Payment processing services for xroom.app, 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 — Estonia](#) ("Stripe Services Agreement").
- By agreeing to these terms and continuing to operate as a customer of a paid xroom.app 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 xroom.app enabling payment processing services through Stripe, you agree to provide xroom.app accurate and complete information about you and your business, and you authorize xroom.app to share with Stripe Payments Europe, Ltd. this information and transaction information related to your use of the payment processing services provided by Stripe.

#### Cancellation and Unpaid Accounts

- You may cancel your plan at any time unless you have a specially negotiated contract that states otherwise (anyone using our offered plans does not require or have a special contract).
- You will have access to the Service for the remaining (pre-paid) billing period upon termination of your subscription.
- Upon cancelling, your account will automatically be downgraded to the free plan when that month ends. Should you choose to reactivate your subscription before the account is downgraded, all extra features will remain uninterrupted.
- In the case where payment fails for any customers on a monthly plan, you will be notified by email and also inside the service and be given a short grace period. If repeated attempts to collect the payment fails, we may disable or block access to the account until payment or all invoices are settled. If payment is not received within a reasonable time, as outlined in our support centre, the account will be downgraded to a free plan or deleted.
- We will delete your account and data 60 days after inactivity. If we make a mistake and charge you the wrong amount, please contact us within 60 days so we may rectify the mistake.

#### Data and Privacy

- You may ask us what information we have about you at any time and we will let you know. [See our privacy policy to read about all of your rights with regards to your data.](#)
- By using the Service, you agree that xroom.app can use your data per our Privacy Policy and per the consents, you have given us. The Privacy Policy is available on [this page](#).
- If you don't want your data used in that way, you must stop using xroom.app.
- If you believe we use data in a way that is improper or not necessary for the operation of xroom.app, please contact us with your concerns. The only way we may correct these issues if stakeholders raise their voices.
- xroom.app complies with Estonian, GDPR and HIPAA regulations.
- We do our best to only request as little data and information about our customers. When selling our product the only requirements requested are surrounding payment details, your first name and email address. Any other efforts to collect data beyond this will never be required and will always remain optional.

#### How to use xroom.app

- Don't violate the law when using the xroom.app platform. Our governing law is the Estonian law, but we don't accept content or behaviour that incites or includes violence, nudity, hatred, harassment, bullying or anything illegal.

- The free version of xroom.app is for legitimate individual use only (personal communication). Commercial use of xroom.app as part of your business offering requires one of our paid plans.
- Your use of xroom.app requires that you have the hardware, software and an Internet connection fulfilling certain recommended requirements. If these recommended requirements are not met, due to the nature of the P2P encryption technologies used, you may potentially still use the Service, but normally with lower quality or performance. Such reduced quality or performance will not give you the right to claim any compensation from xroom.app.
- Additionally, xroom.app is intended for normal use by individuals of age 18 and above. If we learn that someone under 18 is using xroom.app, we may terminate their account.
  - Please contact us at [education@xroom.app](mailto:education@xroom.app), if you are interested in using our tools for educational purposes with individuals under the age of 18
- To use the paid Service, you will need to create an xroom.app account. You may register an account via our Dashboard. 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 xroom.app reserves the right to verify this at any time. Your account is strictly personal and shall not be used by any other person without your supervision. 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 user account.

#### Prohibited User Content

- NSFW content on xroom.app is not tolerated. Use xroom.app for what it is intended for: as a lightweight, easy to use and secure way to collaborate with others without having to be limited to a geographical location. That being said, it's up to you to use xroom.app appropriately and lawfully.
- If any of your content (including room names, display names, and profile pictures) falls within the list below, your subscription will be terminated.
- 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, physical harm or abuse of any kind against any group or individual;
  - displays or links to pornographic, sexually explicit or any other indecent material;

- o promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - o promotes or endorses an illegal or unauthorized copy of another person's copyrighted work;
  - o infringes on others trademarks, copyright or legal rights contains restricted or password-only access pages or hidden pages or images;
  - o solicits passwords or personal data from other users; or
  - o violates the rights of or harms or threatens the safety of other users or the Service, or 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 has 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.

#### Creating a room

- To create a room in xroom.app, you as a user will have to select a room name. User Content includes room names, and you are responsible for ensuring room names does not include Prohibited User Content (as listed below). You as a user are responsible for the content shown and will remain compliant with our guidelines for Prohibited Content in Terms of Services.
- 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. This means these names will be publicly visible and will be used by other users accessing meetings in that room. As these guests do not need to authenticate to xroom.app 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.

#### Irregular Usage

- We may benchmark usage patterns of customers on different plan types to understand what levels of usage are normal by typical customers on the

various plans we offer and may use this to identify Users or Customers who have abnormal usage patterns.

- 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. xroom.app will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- xroom.app may determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps, including suspension or termination of service, even if the number of minutes used is not excessive when a customer's patterns during more than one month reflect excessively:
  - uninterrupted meeting recordings;
  - excessive recorded meeting length;
  - other calling patterns indicative of an attempt to evade enforcement of our terms
- Unauthorized or excessive use beyond what is normally experienced by business customers may result in an immediate account or plan termination with no refund.

#### Termination and suspension

- If you significantly violate these terms and do not work with us to fix the violation when we reach out, we may terminate your account. We will do our best to let you know we are about to terminate the account, but in some cases, it may not be possible.
- The Company reserves the right to terminate the Service and the agreement with you with immediate effect upon written notice to you. No users are entitled to refunds upon termination due to breach of these Terms. What we consider Fair Use is described in this document. We reserve the right to terminate accounts with the usage that exceeds our policy.
- We can suspend your service for several reasons, in addition to your failure to pay your fees when they are due, if: 1) you break the law; 2) you use your xroom.app account for spam; 3) your use negatively impacts the operation of our services, or 4) you file for bankruptcy or go out of business.

#### Refunds

- xroom.app strives to make sure it provides services that suit your needs. We work with refund requests on a case by case basis. However, all invoices older than 60 days will be deemed correct and ineligible for refund consideration.

#### Ownership and confidentiality

- All rights, title to and interest in the Service (excluding User Content) are and will remain the exclusive property of xroom.app. 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 the content owned by us or our partners that you access through the Service.
- The text you write, your video calls, your logo(s), profile image(s) and other content that belongs to you are still yours when you have submitted them within your xroom.app dashboard.
- 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 xroom.app.
- If you use xroom.app, you are free to use our name and logo on your website, in promotional material and whatever else you might need that is related to the service you provide through xroom.app. As such, we ask that you honour our graphic profiling and design. If you have any questions, please check our FAQ or contact us directly.
- All confidential information we exchange will be kept entirely confidential. It will also only ever be used for the purpose it was exchanged for, such as billing, development or support.

#### Encryption, recording and third-party data

- xroom.app video calls are end-to-end encrypted. Only the two parties involved in a call have access to it. It cannot be listened in to digitally or accessed by a third party. Even though your calls in xroom.app are end-to-end-encrypted and we are dedicated to constantly improving our security and communication systems. Any communications or calls you make will only be accessible directly between the two parties in the call. We do not have access to the call itself, nor do we have the ability to decrypt your session.
- When you choose to stream your content to another social media platform encryption will be disabled in order to ensure third party readability.
- If you wish to record your video calls, you must be aware that many laws are governing such types of recordings and whether or not you must acquire consent from all parties of your conversation. As a rule, please do not begin to record anyone without their knowledge and explicit consent.

#### Integrations

- We may make available functionality allowing you to integrate other services ("Integration Service") into xroom.app. Usage of such services will be governed by the Terms applicable for the Integration Service used. Currently, these include LinkedIn, Telegram and Slack.

- 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 xroom.app of the contents of such third party websites. xroom.app excludes any responsibility for the content of linked third-party websites.

#### Access

- We will always do our best to ensure that xroom.app is available for use 24/7 and strive for a low failure rate. We have already implemented contingency plans in place to secure operations, but things out of our control may happen that prevent us from delivering our service to you.
- If you have specific requirements for performance or uptime, you should contact us so we can work out a service level agreement that fits your specific needs.

#### Disclaimer of warranty

- xroom.app provides the Service to you "as is" and "as available". 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 warranties of any kind, neither expressed nor implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- Your use of the services is at your sole risk. The service will be continually developed, and you acknowledge that changes to functionality and layout may be carried out without advance notice.
  - xroom.app 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.
  - xroom.app will make reasonable efforts to arrange updates and maintenance outside of peak usage hours.
- Also, while the company attempts to provide good user experience, we cannot and do not represent or warrant that the services will always be error-free or that the services will always function without delays, disruptions, or imperfections. The foregoing disclaimers shall apply to the extent permitted by applicable law.

#### Limitation of Liability

- xroom.app 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, xroom.app's total liability shall not exceed the amount paid by you for the Service during the last 12 months before the incident that causes the liability.

#### Indemnity

- You agree to indemnify, defend and hold xroom.app harmless 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.
- xroom.app 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 with xroom.app in asserting any available defences.
- 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.

#### Assignment

- xroom.app is entitled, in whole or in part, to assign its rights and obligations under the Terms to a third party at its discretion.

#### Force majeure

- Force Majeure explains circumstances that occur and are beyond the reasonable control of either party, including, without limitation, fire, explosion, 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 money owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

#### Governing Law and Dispute Resolution.

- These terms are governed by Estonian law.
- Please reach out to customer support or contact us directly if you aim to pursue legal action. We can likely help resolve whatever issue you're experiencing before involving costly procedures.
- Any dispute, controversy or claim arising out of or in connection with these terms or conditions, or any breach, termination or invalidity thereof, should be finally settled by arbitration under the Arbitration Rules of the Arbitration Institute of the Estonian Chamber of Commerce and Industry. The seat of arbitration should be Tallinn, Estonia. The language to be used in the arbitral proceeding should be English.

#### Data Protection Agreements and GDPR compliance

- If you are doing business in any of the member states in the European Union (EU) or the European Economic Area (EAA) and your video calls entail the handling of personal data, you are required to comply with the General Data Protection Regulation (GDPR). xroom.app offers Data Processing Agreements and makes it simple to offer services over video while following GDPR.

#### Business Associate Agreements and HIPAA

- If your business is conducting healthcare in the US, you must be following the Health Insurance Portability and Accountability Act (HIPAA), if the video calls touch on Protected Health Info (PHI). You are also required to enter into a Business Associate Agreement (BAA) with xroom.app. Please contact us at [legal@xroom.app](mailto:legal@xroom.app) for more details.

#### API Service Terms

- The Service provided to the Customer by the Supplier is a developer API as an extension of the Business plan for the Customer to integrate Xroom.app in their products or tools.
- As a paying customer, you may use our APIs and developer documentation to create end-user services as long as they too comply with laws and regulations in Estonia and the country you live in, as well as xroom.app 's terms.
- If your content or actions in xroom.app or services built with our API violate any laws, including but not limited to spam, phishing, copyright infringement, defamation, computer attacks, fraud or any other limitations outlined within our terms, we will terminate your service as soon as we find out. Furthermore, we may file a report to the respective authorities, if applicable, and may handover any data we have.
- The xroom.app API creates one-time meeting rooms that are deleted after the meeting is over. These meetings can be embedded in the Customers own service or apps.
- The Customer is responsible for the use of xroom.app when xroom.app is used as described above, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by the Customer in the Service ("User Content").

#### API Content and Use of the API Service

- The Customer represents and warrants that the Customer 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 User Content will not infringe the rights of any third party. The Supplier does not claim ownership in User Content except for the Supplier's content that the Supplier license to you that may be incorporated into User Content.

## API Limitations

- 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.

## API Confidentiality

- Each party (as "Receiving Party") agrees that all business, technical 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 known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Terms and Order Form are deemed the Supplier'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 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this document.
- 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 before 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 Laws or court order, provided that (unless prohibited by Laws) the Receiving Party notifies the Disclosing Party in advance and cooperates to obtain confidential treatment.
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Any other questions or feedback?

- We hope that we have been fairly clear within our terms, but we understand you might have additional questions. You will find answers to the most frequently asked questions about the Service.
  - However, feel free to reach out to [support@xroom.app](mailto:support@xroom.app) when the need arises and we'll always do our best to answer you as quickly as possible.
  - For questions related to these Terms, or any legal concerns please contact [legal@xroom.app](mailto:legal@xroom.app).
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Our details

- This website is owned and operated by NISDOS ESTONIA OÜ ()
- We are registered in Estonia, code (EE), 14349798, and our registered office is at Artur Lind Building Sepapaja 6 11415 Tallinn Estonia (Sepapaja tn 6 Lasnamäe linnaosa, Tallinn Harju maakond 15551)

Data protection officer

- Contact detail for our person responsible for data-related questions is: [legal@xroom.app](mailto:legal@xroom.app)

Versioning

- Version 1.0 of this document was created and released on 6 Sep 2020.