

# Service Agreement

between the company / organization / association you belong to:

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[Company Name]

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[Company Address]

(hereinafter "**Customer**")

and

**Veeting AG**

Seebahnstrasse 85, CH-8003 Zürich

(hereinafter "**Veeting**")

(Veeting and Customer hereinafter referred to as "**Parties**", and each of them a "**Party**")

Veeting provides solutions to hold virtual meetings, such as standard virtual meetings, off records virtual meetings, virtual boardrooms and virtual classrooms (hereinafter "**Services**").

Veeting provides its Services to companies, organizations, associations, foundations to the exclusion of natural persons (individuals).

Customer wishes to use the Services in order to communicate internally or with third parties (hereinafter "**Users**").

Now, therefore, the Parties hereto agree as follows:

# 1 Services

## 1.1 Virtual Meetings

Veeting provides to the Customer different types of virtual meetings over the Internet. The different types of meetings are described as follows:

Standard virtual meeting:

- audio and video
- five participants
- interactive white board
- screen sharing
- live chat
- document sharing
- minutes
- summary
- presentations

Off the record virtual meeting:

- audio and video
- end-to-end encryption
- five participants
- interactive white board
- screen sharing
- live chat
- document sharing
- presentations

Boardroom:

- audio and video
- 30 participants
- integration with traditional telephony
- recording
- interactive white board
- screen sharing
- live chat
- document sharing
- minutes
- summary
- presentations

Webinar:

- audio and video
- fifty audience members
- integration with traditional telephony
- recording
- interactive white board
- screen sharing
- live chat
- document sharing
- minutes
- summary
- presentations

## 1.2 Technical Requirements

In order to use the Services, the following technical requirements are required:

- A recent version of Google Chrome, Mozilla Firefox, Safari, Chromium Edge or Opera.
- usual microphone and camera
- adequate internet connection

## 1.3 Customer Account

To use the Services, the Customer must create one or several meeting organizer accounts. For each account, the customer must register an email-address.

The Customer must choose a strong password in compliance with the usual security standards, regularly modify it and keep it confidential.

## 1.4 Users

Two or more Users can use the Services, provided at least one of the User has access to one Customer Account.

The Customer must ensure that the Users use the Services in compliance with applicable law and, in particular, that they comply with section 1.5 and 2.

## 1.5 Prohibited Use of the Services

The Services may not be used

- in violation of any applicable law;
- to disrupt any computer, service, system, device, technology of a third party;
- in violation of any third party rights, such as privacy rights, intellectual property rights or rights protected by any applicable law.
- Services that might not be consumed until a certain age, such as pornography

In particular, the Users may not, without the consent of the other Users, process their personal data or record them while using the Services.

## 2 No Emergency Services

**In no event** may the Customer use the Services to call, communicate or in any way contact emergency services.

## 3 Availability of Services

Veeting uses commercially reasonable efforts and care so that the Services are available at all times, except for planned downtimes. Veeting will communicate to the Customer such planned downtimes over the website [veeting.com](https://veeting.com).

Veeting does not warrant that the Services are available at all times.

## 4 Customer Data and/or User Data

### 4.1 Definition

**"Customer Data"** means data relating to the Customer or processed by the Customer in connection with the use of the Services. Amongst others, Customer Data can be the company name, email-address, voice recorded, white boards, minutes, presentations, etc.

**"User Data"** means data relating to the User or processed by the User in connection with the use of the Services. Amongst others, User Data can be the participant name, email-address, voice recorded, summary, presentations, etc.

### 4.2 Data Compliance

The Parties may only process data in accordance with applicable law.

Customer warrants that it is entitled to process the Customer Data and User Data for the purpose of using the Services.

Customer warrants that the Customer Data and/or the User Data do not violate applicable law or third party rights. Customer acknowledges that Veeting has no obligation to check, validate or review Customer Data and/or User Data.

#### **4.3 Data Processing Agreement**

Veeting solely processes Customer Data and/or User Data on behalf of Customer and acts as data processor. Customer is solely entitled to determine the purposes and means of the processing of Customer Data and/or User Data and acts as data controller.

The Parties must agree to the Veeting data processing agreement.

#### **4.4 Availability of Customer Data and/or User Data**

Veeting uses commercially reasonable efforts and care so that the Customer Data and/or User Data are available at all times, except for planned downtimes. Veeting will communicate to the Customer such planned downtimes over the website [veeting.com](http://veeting.com).

Veeting does not warrant that the Customer Data and/or User Data are available at all times. Customer has to ensure adequate back up for Customer Data and User Data.

#### **4.5 Data Retrieval**

The Customer can retrieve the Customer Data and/or User Data at any time.

In the event of termination of this Agreement, Customer must retrieve its Customer Data and User Data within 6 months after termination. Veeting is entitled to delete any data that the Customer has not retrieved thereafter.

## **5 Rights of Use**

### **5.1 Right to use the Veeting Software**

To the extent necessary to use the Services, Veeting hereby grants to Customer a limited, revocable, non-exclusive, non-transferable right to use Veeting's Software for the duration of this Agreement, subject to the compliance to its terms.

Customer may only use the Veeting Software in order to access and use the Services.

## 5.2 Access and Use of Services

Veeting hereby grants to Customer a non-exclusive right to access and use the Services for the duration of this Agreement, subject to the compliance to its terms.

## 6 White-Label Solutions

Veeting also provides - at extra - cost white-label solutions.

White-label solution include the following:

- branding of Customer's layer
- integration of calendar
- accounting system integration
- communication system integration

## 7 Payment

### 7.1 Fee per Meeting

Customer may choose to pay per meeting. In such a case, the Customer can subscribe a given number of meetings. After each meeting, one meeting is deducted from the number of meetings subscribed. The prices are set out on the website [veeting.com](http://veeting.com).

### 7.2 Fee per Meeting Room

Customer may choose to pay per meeting room for one month or for one year. When the Customer chooses to pay per meeting room, the Customer may hold as many meetings as it wishes during the month or the year, respectively, whereby only one meeting may be held at a time. The prices per meeting room are set out on the website [veeting.com](http://veeting.com).

### 7.3 White label pricing

White label prices will only be shared after signing an NDA.

### 7.4 Value Added Tax

Where applicable, all fees are exclusive VAT.

### 7.5 Payment Means

The Customer must pay the Services in advance by credit card or other payment means. There are no refunds.

## **8 Limitation of Liability**

Unless otherwise foreseen by mandatory law, the liability of the Parties is limited to the amount received by Veeting from the Customer within the last year.

The limitations of liability set forth above does not apply in case the Customer breaches Section 1.5 and/or Section 2 of this Agreement.

## **9 Term and Termination**

### **9.1 Term and Termination**

This Agreement enters into force upon the Customer clicking the box "I agree" on the website and automatically terminates 6 months after the Customer has held all subscribed meetings or 6 months after expiration of the duration of the meeting room.

Veeting may terminate this Agreement at will. In the latter case, Veeting must reimburse on a pro rata basis the fees paid by the Customer.

### **9.2 Termination for Cause**

Either Party may suspend performance or terminate this Agreement (at the non-breaching Part's election) immediately on notice at any time if the other breaches this Agreement and fails to cure within 15 days after notice.

In the event of insolvency of one Party, the institution of bankruptcy proceedings or an application for protection from debtors or any equivalent state of affairs, the other Party may terminate this Agreement with immediate effect without observing any term of notice.

## 10 Applicable law and jurisdiction

This Agreement is governed by substantive Swiss law, to the exclusion of its conflict of law rules. Exclusive place of jurisdiction are the courts at the registered seat of Veeting.

[Place/Date]

[Place/Date]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

Zürich, \_\_\_\_\_

Veeting AG

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Fabian Bernhard