



## **Datenschutzbestimmungen Whereby**

<https://whereby.com/information/tos/privacy-policy/>

### **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](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](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](mailto: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](mailto:legal@whereby.com).



## Datenschutzbestimmungen TheraPsy

<https://www.therapsy.at/dataPolicy.php>

a) Datenschutzerklärung (Stand 23.04.2020)

Datenschutz ist uns sehr wichtig! Wir haben hier sämtliche Informationen zur Art, Menge, Dauer und Verwendung sämtlicher personenbezogenen eventuell gespeicherten Daten zusammengetragen.

An wen ist diese Datenschutzerklärung gerichtet?

Diese Datenschutzerklärung ist an registrierte Nutzer der TheraPsy Dienste und allgemeine Besucher gerichtet. Sie finden hier Informationen darüber welche Informationen von Ihnen gespeichert werden, welche absolut notwendig sind und welche optional sind. Sollten Sie die Datenschutzerklärung für Klienten und Klientinnen suchen, welche TheraPsy Connect für die Videotelefonie mit Ihren PsychotherapeutInnen nutzen, klicken Sie hier.

Ihre Betroffenenrechte

Unter den angegebenen Kontaktdaten unseres Datenschutzbeauftragten können Sie jederzeit folgende Rechte ausüben:

- Auskunft über Ihre bei uns gespeicherten Daten und deren Verarbeitung,
- Berichtigung unrichtiger personenbezogener Daten,
- Löschung Ihrer bei uns gespeicherten Daten,
- Einschränkung der Datenverarbeitung, sofern wir Ihre Daten aufgrund gesetzlicher Pflichten noch nicht löschen dürfen und
- Widerspruch gegen die Verarbeitung Ihrer Daten bei uns einlegen.

Sofern Sie uns eine Einwilligung erteilt haben, können Sie diese jederzeit mit Wirkung für die Zukunft widerrufen.

Gesammelte Daten und Formate

Um die Dienstleistungen von TheraPsy zur Verfügung zu stellen, werden folgende personenbezogene Daten bei der Erstellung eines Accounts auf unserer Website gespeichert:

Von Ihnen eingegebene erforderliche personenbezogene Daten sind:

- Email-Adresse
- Benutzername

Von Ihnen eingegebene personenbezogenen Daten im Falle eines Erwerbs eines kostenpflichtigen Produkts welche an Stripe\* weitergegeben werden:

- Kreditkarteninformationen
- Vorname, Nachname
- IBAN

\*Um die Sicherheit Ihrer Bankdaten bzw. Kreditkarteninformationen zu gewährleisten, sind wir eine Partnerschaft mit Stripe ([www.stripe.com](http://www.stripe.com)) eingegangen. Ihre Bankdaten werden NICHT auf unseren Servern gespeichert, sondern gehen direkt an unseren Partner Stripe.



Sämtliche gesammelten Daten werden in einer oder mehreren nicht öffentlichen SQL-Datenbanken hinterlegt.

#### Zwecke der Datenverarbeitung durch die verantwortliche Stelle und Dritte

Wir verarbeiten Ihre personenbezogenen Daten nur zu den in dieser Datenschutzerklärung genannten Zwecken. Eine Übermittlung Ihrer persönlichen Daten an Dritte zu anderen als den genannten Zwecken findet nicht statt. Wir geben Ihre persönlichen Daten nur an Dritte weiter, wenn:

- Sie Ihre ausdrückliche Einwilligung dazu erteilt haben,
- die Verarbeitung zur Abwicklung eines Vertrags mit Ihnen erforderlich ist,
- die Verarbeitung zur Erfüllung einer rechtlichen Verpflichtung erforderlich ist.

Ihre personenbezogenen Daten werden für folgende Zwecke verwendet:

- Benutzername: Anmeldung und Identifikation in der Software und auf der Website.
- Email-Adresse: Direkte Kontaktaufnahme und zur Verifikation
- Bankinformationen oder Kreditkarteninformationen: Abwickeln von Bezahlvorgängen oder dem Erstellen von SEPA-Mandaten.

#### Weiterleitung von Daten an Stripe

Das Abwickeln von Bezahlvorgängen ist auf der technischer Seite unglaublich kompliziert. Um Ihre Bankdaten deshalb sicher zu behandeln, führen wir Bezahlvorgänge nicht selbst aus, sondern sind eine Partnerschaft mit Stripe eingegangen. Stripe ist genau darauf spezialisiert. Bezahlvorgänge auf Amazon.com werden z.B. auch mit Stripe durchgeführt. Ihre Daten werden also sicher behandelt!

Wenn Sie sich dazu entscheiden ein kostenpflichtiges Produkt von uns zu erwerben, werden Ihre Bankdaten direkt an Stripe gesendet und dort gespeichert

Bei einem Einkauf müssen Sie deshalb zustimmen, dass wir diese Daten an Dritte (Stripe) weiterleiten und dass diese dort gespeichert werden.

Zu stripe

#### TheraPsy Connect

Um die Verbindung für die Audio und Videoübertragung aufzubauen wird die API des Unternehmens TokBox Inc. (Tochterunternehmen von Vonage) verwendet. Hier wird einmalig beim Verbindungsaufbau die IP-Adresse an TokBox Inc weitergegeben.

Folgende Daten werden im Laufe eines Anrufes über TheraPsy Connect gespeichert (alle technisch notwendig):

- Authentifizierungstokens der Video-telefonie-Session
- Der vom Nutzer / von der Nutzerin eingegebene Code
- Welcher TheraPsy-Nutzer / Welche TheraPsy Nutzerin den Anruf gestartet hat
- Wann der aktuelle Link abläuft

TokBox hat Server weltweit verteilt. Die Tokbox Server werden dann nur für die Tokens verwendet, welche für das Aufbauen der Verbindung nötig sind. Die eigentlichen Video und Audio Streams, gehen dann über direkten kürzesten Weg (über Server) zwischen den





Endgeräten hin und her. Auf diesem Weg sind die Daten komplett verschlüsselt. Wir können allerdings mit absoluter Sicherheit garantieren, dass die Gespräche/Videos nicht aufgezeichnet werden. Ansonsten hätten wir das Produkt gar nicht so gebaut. Sämtliche Daten, welche an TokBox weitergeleitet werden müssen, werden anonymisiert (ausser die IP-Adresse – ohne diesen würde es technisch nicht möglich sein die Verbindung aufzubauen).

Der oben beschriebene Modus ("Peer to Peer") wird in rund 90% der Fälle angewendet. Wenn die Netzwerkarchitektur der Clients ("Endgeräte der Benutzer") die eigene öffentliche IP-Adresse nicht kennen (Das kann in größeren Firmen mit einen Netzwerken und Firewalls z.B. der Fall sein) wird ein TURN Server verwendet. In diesem Fall werden auch die Audio und Video Streams über TokBox Server geleitet. Die Datenstreams sind nach wie vor verschlüsselt und werden nach wie vor nicht aufgezeichnet.

Erfassung allgemeiner Informationen beim Besuch unserer Website

Wenn Sie auf unsere Website zugreifen, werden automatisch mittels Cookies Informationen allgemeiner Natur erfasst. Diese Informationen (Server-Logfiles) beinhalten etwa die Art des Webbrowsers, das verwendete Betriebssystem, den Domainnamen Ihres Internet-Service-Providers und ähnliches. Hierbei handelt es sich ausschließlich um Informationen, welche keine Rückschlüsse auf Ihre Person zulassen.

Diese Informationen sind technisch notwendig, um von Ihnen angeforderte Inhalte von Webseiten korrekt auszuliefern. Sie werden insbesondere zu folgenden Zwecken verarbeitet:

- Sicherstellung eines problemlosen Verbindungsaufbaus der Website,
- Sicherstellung einer reibungslosen Nutzung unserer Website,
- Auswertung der Systemsicherheit und -stabilität sowie
- zu weiteren administrativen Zwecken.

Die Verarbeitung Ihrer personenbezogenen Daten basiert auf unserem berechtigten Interesse aus den vorgenannten Zwecken zur Datenerhebung. Wir verwenden Ihre Daten nicht, um Rückschlüsse auf Ihre Person zu ziehen.

Anonyme Informationen dieser Art werden von uns ggfs. statistisch ausgewertet, um unseren Internetauftritt und die dahinterstehende Technik zu optimieren.

Cookies

Wir verwenden Cookies. Cookies sind kleine Textdateien, die von einem Webserver auf Ihre Festplatte übertragen werden.

Weite Informationen zur Natur von Cookies finden Sie unter Wikipedia

In keinem Fall werden die von uns erfassten Daten ohne Ihrer expliziten Einwilligung an Dritte weitergegeben oder ohne Ihre Einwilligung eine Verknüpfung mit personenbezogenen Daten hergestellt.

Natürlich können Sie unsere Website grundsätzlich auch ohne Cookies betrachten. Internet-Browser sind in der Regel so eingestellt, dass sie Cookies akzeptieren. Im Allgemeinen können Sie die Verwendung von Cookies jederzeit über die Einstellungen Ihres Browsers deaktivieren. Bitte beachten Sie, dass einzelne Funktionen unserer Website möglicherweise nicht funktionieren, wenn Sie die Verwendung von Cookies deaktiviert haben.



### Registrierung auf unserer Webseite

Bei der Registrierung für die Nutzung unserer personalisierten Leistungen werden einige personenbezogene Daten wie oben genannt erhoben. Sind Sie bei uns registriert, können Sie auf Inhalte und Leistungen zugreifen, die wir nur registrierten Nutzern anbieten.

Selbstverständlich erteilen wir Ihnen darüber hinaus jederzeit Auskunft über die von uns über Sie gespeicherten personenbezogenen Daten. Gerne berichtigen bzw. löschen wir diese auch auf Ihren Wunsch, soweit keine gesetzlichen Aufbewahrungspflichten entgegenstehen. Zur Kontaktaufnahme in diesem Zusammenhang nutzen Sie bitte die am Ende dieser Datenschutzerklärung angegebenen Kontaktdaten.

### Google reCaptcha

Wir verwenden den Google-Dienst reCaptcha, um festzustellen, ob ein Mensch oder ein Computer eine bestimmte Eingabe in unserem Kontakt- oder Newsletter-Formular macht. Google prüft anhand folgender Daten, ob Sie ein Mensch oder ein Computer sind: IP-Adresse des verwendeten Endgeräts, die Webseite, die Sie bei uns besuchen und auf der das Captcha eingebunden ist, das Datum und die Dauer des Besuchs, die Erkennungsdaten des verwendeten Browser- und Betriebssystem-Typs, Google-Account, wenn Sie bei Google eingeloggt sind, Mausbewegungen auf den reCaptcha-Flächen sowie Aufgaben, bei denen Sie Bilder identifizieren müssen. Rechtsgrundlage für die beschriebene Datenverarbeitung ist Art. 6 Abs. 1 lit. f Datenschutz-Grundverordnung. Es besteht ein berechtigtes Interesse auf unserer Seite an dieser Datenverarbeitung, die Sicherheit unserer Webseite zu gewährleisten und uns vor automatisierten Eingaben (Angriffen) zu schützen.

### Google Analytics

Diese Website nutzt Funktionen des Webanalysedienstes Google Analytics. Anbieter ist die Google Inc., 1600 Amphitheatre Parkway Mountain View, CA 94043, USA.

Google Analytics verwendet so genannte "Cookies". Das sind Textdateien, die auf Ihrem Computer gespeichert werden und die eine Analyse der Benutzung der Website durch Sie ermöglichen. Die durch den Cookie erzeugten Informationen über Ihre Benutzung dieser Website werden in der Regel an einen Server von Google in den USA übertragen und dort gespeichert.

Mehr Informationen zum Umgang mit Nutzerdaten bei Google Analytics finden Sie in der Datenschutzerklärung von

Google: <https://support.google.com/analytics/answer/6004245?hl=de>

### Browser Plugin

Sie können die Speicherung der Cookies durch eine entsprechende Einstellung Ihrer Browser-Software verhindern; wir weisen Sie jedoch darauf hin, dass Sie in diesem Fall gegebenenfalls nicht sämtliche Funktionen dieser Website vollumfänglich werden nutzen können. Sie können darüber hinaus die Erfassung der durch den Cookie erzeugten und auf Ihre Nutzung der Website bezogenen Daten (inkl. Ihrer IP-Adresse) an Google sowie die Verarbeitung dieser Daten durch Google verhindern, indem Sie das unter dem folgenden Link verfügbare BrowserPlugin herunterladen und installieren: <https://tools.google.com/dlpage/gaoptout?hl=de>

### Widerspruch gegen Datenerfassung



Therapie Hietzing – Ergotherapie Yvonne Schwarz

Sie können die Erfassung Ihrer Daten durch Google Analytics verhindern, indem Sie auf folgenden Link klicken. Es wird ein Opt-Out-Cookie gesetzt, der die Erfassung Ihrer Daten bei zukünftigen Besuchen dieser Website verhindert: [Google Analytics deaktivieren](#)

#### Google Web Fonts

Diese Seite nutzt zur einheitlichen Darstellung von Schriftarten so genannte Web Fonts, die von Google bereitgestellt werden. Beim Aufruf einer Seite lädt Ihr Browser die benötigten Web Fonts in ihren Browsercache, um Texte und Schriftarten korrekt anzuzeigen.

Zu diesem Zweck muss der von Ihnen verwendete Browser Verbindung zu den Servern von Google aufnehmen. Hierdurch erlangt Google Kenntnis darüber, dass über Ihre IP-Adresse unsere Website aufgerufen wurde. Die Nutzung von Google Web Fonts erfolgt im Interesse einer einheitlichen und ansprechenden Darstellung unserer Online-Angebote. Dies stellt ein berechtigtes Interesse im Sinne von Art. 6 Abs. 1 lit. f DSGVO dar.

Wenn Ihr Browser Web Fonts nicht unterstützt, wird eine Standardschrift von Ihrem Computer genutzt.

Weitere Informationen zu Google Web Fonts finden Sie unter <https://developers.google.com/fonts/faq> und in der Datenschutzerklärung von Google: <https://policies.google.com/privacy?hl=de>.

#### Hinweis zur verantwortlichen Stelle

Die verantwortliche Stelle für die Datenverarbeitung auf dieser Website ist:

TheraPsy IT OG

Hans-Gasser-Platz 9/14

9500 Villach

Telefon: +43 664 97 62 617

E-Mail: [kontakt@therapsy.at](mailto:kontakt@therapsy.at)



## **Datenschutzbestimmungen Signal:**

<https://signal.org/legal/>

### **A) Signal Terms & Privacy Policy**

Signal is designed to never collect or store any sensitive information. Signal messages and calls cannot be accessed by us or other third parties because they are always end-to-end encrypted, private, and secure. Our Terms of Service and Privacy Policy are available below.

- [Terms of Service](#)
- [Privacy Policy](#)

### **B) Terms of Service**

Signal Messenger LLC. (“Signal”) utilizes state-of-the-art security and end-to-end encryption to provide private messaging, Internet calling, and other services to users worldwide. You agree to our Terms of Service (“Terms”) by installing or using our apps, services, or website (together, “Services”).

### **C) About our services**

**Minimum Age.** You must be at least 13 years old to use our Services. The minimum age to use our Services without parental approval may be higher in your home country.

**Account Registration.** To create an account you must register for our Services using your phone number. You agree to receive text messages and phone calls (from us or our third-party providers) with verification codes to register for our Services.

**Privacy of user data.** Signal does not sell, rent or monetize your personal data or content in any way – ever.

Please read our [Privacy Policy](#) to understand how we safeguard the information you provide when using our Services. For the purpose of operating our Services, you agree to our data practices as described in our Privacy Policy, as well as the transfer of your encrypted information and metadata to the United States and other countries where we have or use facilities, service providers or partners. Examples would be Third Party Providers sending you a verification code and processing your support tickets.

**Software.** In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.

**Fees and Taxes.** You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

### **D) Using Signal**

**Our Terms and Policies.** You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.



**Legal and Acceptable Use.** You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of Signal, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, and auto-dialing.

**Harm to Signal.** You must not (or assist others to) access, use, modify, distribute, transfer, or exploit our Services in unauthorized manners, or in ways that harm Signal, our Services, or systems. For example you must not (a) gain or try to gain unauthorized access to our Services or systems; (b) disrupt the integrity or performance of our Services; (c) create accounts for our Services through unauthorized or automated means; (d) collect information about our users in any unauthorized manner; or (e) sell, rent, or charge for our Services.

**Keeping Your Account Secure.** Signal embraces privacy by design and does not have the ability to access your messages. You are responsible for keeping your device and your Signal account safe and secure. If you lose your phone, follow the steps on our Support site to re-register for our Services. When you register with a new device, your old device will stop receiving all messages and calls.

**No Access to Emergency Services.** Our Services do not provide access to emergency service providers like the police, fire department, hospitals, or other public safety organizations. Make sure you can contact emergency service providers through a mobile, fixed-line telephone, or other service.

**Third-party services.** Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

#### **E) Your Rights and License with Signal**

**Your Rights.** You own the information you submit through our Services. You must have the rights to the phone number you use to sign up for your Signal account.

**Signal's Rights.** We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission. To report copyright, trademark, or other intellectual property infringement, please contact [abuse@signal.org](mailto:abuse@signal.org).

**Signal's License to You.** Signal grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

#### **F) Disclaimers and Limitations**

**Disclaimers.** YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. SIGNAL DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION



WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, "SIGNAL PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

**Limitation of liability.** THE SIGNAL PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE SIGNAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE SIGNAL PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**Availability of Our Services.** Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.

#### **G) Resolving Disputes and Ending Terms**

**Resolving disputes.** You agree to resolve any Claim you have with us relating to or arising out of our Terms, us, or our Services exclusively in the United States District Court for the Northern District of California or a state court in San Mateo County, California. You also agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such disputes. The laws of the State of California govern our Terms, as well as any disputes, whether in court or arbitration, which might arise between Signal and you, without regard to conflict of law provisions.

**Ending these Terms.** You may end these Terms with Signal at any time by deleting Signal Messenger from your device and discontinuing use of our Services. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for Signal. The following provisions will survive termination of your relationship with Signal: "Licenses," "Disclaimers," "Limitation of Liability," "Resolving dispute," "Availability" and "Ending these Terms," and "General".

#### **H) General**

Signal may update the Terms from time to time. When we update our Terms, we will update the "Last Modified" date associated with the updated Terms. Your continued use of our Services confirms your acceptance of our updated Terms and supersedes any prior Terms. You will comply with all applicable export



control and trade sanctions laws. Our Terms cover the entire agreement between you and Signal regarding our Services. If you do not agree with our Terms, you should stop using our Services.

If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them. If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. If you have specific questions about these Terms, please contact us at [privacy@signal.org](mailto:privacy@signal.org).

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### I) Privacy Policy

Signal utilizes state-of-the-art security and end-to-end encryption to provide private messaging and Internet calling services to users worldwide (“Services”). Your calls and messages are always encrypted, so they can never be shared or viewed by anyone but yourself and the intended recipients.

### J) Information you provide

**Account Information.** You register a phone number when you create a Signal account. Phone numbers are used to provide our Services to you and other Signal users. You may optionally add other information to your account, such as a profile name and profile picture. This information is end-to-end encrypted.

**Messages.** Signal cannot decrypt or otherwise access the content of your messages or calls. Signal queues end-to-end encrypted messages on its servers for delivery to devices that are temporarily offline (e.g. a phone whose battery has died). Your message history is stored on your own devices.

Additional technical information is stored on our servers, including randomly generated authentication tokens, keys, push tokens, and other material that is necessary to establish calls and transmit messages. Signal limits this additional technical information to the minimum required to operate the Services.

**Contacts.** Signal can optionally discover which contacts in your address book are Signal users, using a service designed to protect the privacy of your contacts. Information from the contacts on your device may be cryptographically hashed and transmitted to the server in order to determine which of your contacts are registered.

**User Support.** If you contact Signal User Support, any personal data you may share with us is kept only for the purposes of researching the issue and contacting you about your case.

**Managing your information.** You can manage your personal information in Signal’s application Settings. For example, you can update your profile information or choose to enable additional privacy features like a Registration Lock PIN.



#### **K) Information we may share**

**Third Parties.** We work with third parties to provide some of our Services. For example, our Third-Party Providers send a verification code to your phone number when you register for our Services. These providers are bound by their Privacy Policies to safeguard that information. If you use other Third-Party Services like YouTube, Spotify, Giphy, etc. in connection with our Services, their Terms and Privacy Policies govern your use of those services.

#### **Other instances where Signal may need to share your data**

- To meet any applicable law, regulation, legal process or enforceable governmental request.
- To enforce applicable Terms, including investigation of potential violations.
- To detect, prevent, or otherwise address fraud, security, or technical issues.
- To protect against harm to the rights, property, or safety of Signal, our users, or the public as required or permitted by law.

#### **L) Updates**

We will update this privacy policy as needed so that it is current, accurate, and as clear as possible. Your continued use of our Services confirms your acceptance of our updated Privacy Policy.

#### **M) Terms**

Please also read our [Terms](#) which also governs the terms of this Privacy Policy.

#### **N) Contact Us**

If you have questions about our Privacy Policy please contact us at [privacy@signal.org](mailto:privacy@signal.org). Attn: Privacy Signal Messenger, LLC 650 Castro Street, Suite 120-223 Mountain View, CA 94041

Effective as of May 25, 2018

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