

Terms of Use

Entytech OÜ

Tallinn

Updated 06.09.2021

ATTENTION: Please, read these terms of use carefully before using the website <https://enty.io/>, <https://app.enty.io> . By using the website <https://enty.io/>, <https://app.enty.io> you unconditionally accept these terms of use.

1. DEFINITIONS

1.1. The following terms used in these Terms of use have the meanings set forth in this paragraph:

Agreement	These Terms of use and any annexes and supplements thereto.
Additional Functions	Computer programs that interact with the Website and perform certain additional functions of the Website and the Personal Account. Information about additional functions, as well as the conditions of obtaining the rights to use them, is available on the Website. The list of the Additional Functions is available on the Website upon the link https://enty.io/pricing .
Additional Services	Tax, legal, accounting, corporate services (address and contact person services) provided by the Third parties and available to the Client via the Personal account. The list of the Additional Services is available on the Website upon the link https://enty.io/pricing .
Business Day	Means a day on which the banks are ordinarily open for the transaction of normal banking business in Estonia.
Client	A legally capable person under the personal law that accepts the terms and conditions of this Agreement.
Enty	Entytech OÜ, the private limited company incorporated under the laws of Estonia, registration number 16080939, address Tornimäe street 5, Harju district, Tallinn, 10145
Fee	The Service fee and/or the License fee. Available on the Website upon the link , https://enty.io/pricing . Enty reserves the right to change the Fee, upon not less than ten (10) days prior written notice to the Client
License fee	The fee payable by the Client to Enty in a consideration of the Additional Functions.
Partner	Third-party providers providing Additional services to the Clients.
Parties	Enty and the Client.

Personal Account	Protected pages of the Website available upon registration (authorization) that allow the Client to do actions foreseen by the functionality of the Website.
Project	The directory of the Personal Account working as an external simple mail transfer protocol server for the Client's website or application.
Request	The request for the Additional Services, which shall be sent in accordance with the Agreement.
Website	The collection of information, texts, graphic elements, design, pictures, photo and video and other intellectual property, as well as the software in the information system available over the Internet at network address https://enty.io/ , https://app.enty.io .
Accounting Services	Additional Services provided by the Partners and available to the Client via the Personal account. Parties obligations arising from the chosen subscription plan. The available subscription plans can be found on the Website upon the link https://enty.io/pricing .
Accounting Period	The period according to the chosen subscription plan (month, quarter and year)

- 1.2. The rest of the terms and definitions in the text of the Agreement are interpreted by the Parties according to the current regulations of Estonia.
- 1.3. The headings (of articles) of the Agreement are for convenience only and shall not in any way affect the meaning or interpretation of the Agreement.

2. Conclusion of the Agreement

- 2.1. The text of the Agreement contains all necessary conditions and expresses Enty's offer to conclude the Agreement with the Client.
- 2.2. To accept the present offer, the Client shall do all or some of the following steps:
 - 2.2.1. complete the registration form on the Website or sign up with the social network account available to authorize on the Website;
 - 2.2.2. check the box "I accept the terms of the Agreement".
- 2.3. The Agreement is considered as concluded between the Parties once the Client accepts the Agreement according to article 2.2 of the Agreement.
- 2.4. If the Client does not agree with the Agreement, the Client shall not register on the Website and/or use the Personal account. Any use of the

Website and/or Personal Account means a full and unconditional acceptance of the terms and Client's obligations under the Agreement.

3. Subject of the Agreement

- 3.1. Enty grants the Client a free non-exclusive license to use the Website all over the world for the period the Website is available for the Client under the condition of the compliance of the Client with the Agreement.
- 3.2. The license specified in article 3.1. of the Agreement is granted for the period and within the territory the Website and its functions are available for the Client on condition of the compliance of the Client with the Agreement.
- 3.3. The Client may request the Additional Functions and Additional Services.

4. Additional Functions and Additional Services

- 4.1. Enty agrees to provide the Client with the remunerated non-exclusive license to use the Additional Functions for its intended purpose, in the manner and under the conditions specified in the relevant section of the Website. The license is granted within the territory the Additional Functions are available for the Client for the duration the license was granted. Information about the duration of the license and the conditions for the extension of the license is available in Personal Account.
- 4.2. Enty agrees to provide the Client with the services related to the incorporation of the companies and their back-office processes (Additional services) upon the Request from the Client.
- 4.3. Parties agree that the Additional Services and the Additional Functions are provided to the Client only after the completion of the procedures specified in para. 5 of the Agreement.
- 4.4. Enty shall have the right to engage with the Partners or any other provider determined by the sole discretion of Enty in order to obtain the Additional Services related to the requested Additional Services.
- 4.5. Parties hereby acknowledge that the Partners will be an independent contractor.
- 4.6. Fee, timeframes and other terms related to the Additional Functions and the Additional Services are available on the Website. Completing procedures specified in para. 5 and 6 of the Agreement, the Client confirms that they agree with the terms specified on the Website.

5. Obligations of the parties connected to Accounting Services

5.1. Obligations of Enty

- 5.1.1. Enty agrees to provide the Client with the Accounting Services according to the chosen subscription plan with applicable national laws, regulations, generally recognized accounting principles and qualifications established for organizing Accounting Services.
- 5.1.2. Enty provides Accounting Services based on the information provided by the Client. Transactions shall be recorded in the accounting records based on the documents provided by the Client.
- 5.1.3. Enty has no obligation to verify the correctness of documents provided by the Client.
- 5.1.4. Enty has the right to refuse to accept or provide Accounting Services on the basis of such accounting source documents in the case of which Enty has grounds to believe that they may be a violation of tax law in case of which liability will arise for Enty. Enty is not obliged to justify the refusal of providing the Accounting Services.
- 5.1.5. Accounting Services shall include:
 - 5.1.5.1. Checking the original documents;
 - 5.1.5.2. Financial entries and recognition of bank transactions;
 - 5.1.5.3. Processing of sale invoices and expense documents (cash receipts, sale and purchase invoices, travel and administrative expenses, agreements and registry documents) in accordance to chosen subscription plan;
 - 5.1.5.4. Keeping the general ledger;
 - 5.1.5.5. Consulting time in accordance with the chosen subscription plan;
 - 5.1.5.6. Preparation of the annual report of the client's activities once a year in the Estonian business register.

5.2. Obligations of the Client

- 5.2.1. The Client undertakes to provide Enty with documents and information necessary for the provision of the Accounting Service. All documentation is stored in a printable format in an electronic archive on Enty's server, which Enty and the Client have access to.
- 5.2.2. The deadline for uploading primary documents by the Client for the previous accounting period is the 10th calendar day of the next month following the accounting period according to the chosen subscription plan. The term for providing a bank statement is

during 3 business days of the next month following the accounting period according to the chosen subscription plan.

- 5.2.3. The Client is responsible for the accuracy of documents and information and for their timely submission to Enty.
- 5.2.4. If the Client has not limited Enty's right to representation in writing, Enty has the right to represent the Client in his relations with all individuals and legal entities in connection with all transactions and operations related to the provision of the Accounting Services.
- 5.2.5. If the Client has exceeded the level or number of invoices specified in the chosen subscription plan a price of 5€ per document will be applied or the purchased subscription plan will be upgraded, without prior notice to the Client.
- 5.2.6. If the Client requests Additional Services which are not included in the chosen subscription plan a price of 45€ per hour spent on the provision of the Additional Services will be applied.

6. Requests

6.1. The Request shall be made as follows:

- 6.1.1. The Client should indicate the Additional Services and/or the Additional Functions that they are intended to receive. The Client may indicate the Additional Services or the Additional Functions using the Personal Account, the Website or through means of electronic communications specified in para. 11 of the Agreement;
- 6.1.2. The Client should make a payment for the indicated Additional Services and the Additional Functions. The final payment amount is displayed to the Client prior to the payment. The payment should be made via the Website payment gateway or using the wire transfer as it is specified in the para. 7 of the Agreement.

6.2. Parties agree that the Enty is obliged to perform the requested services only upon the receiving of the payments as it is specified in the para. 7 of the Agreement.

7. PAYMENT CONDITIONS

7.1. If the Client is intended to use the Additional Services or the Additional Functions, they should pay the Fee in accordance with the Agreement. Additional rules apply to the specific payment methods available for the Clients:

- 7.1.1. Wire Transfer Payments: Fee shall be transferred via wire transfer in immediately available funds to an account specified by Enty in the invoice or on the Website upon the completion of the Request. Enty or its associated /related entities shall proceed with the

Services only upon receipt of Fee from the Client. Enty has the right to set specific terms of payment for the Client choosing the Wire Transfer payment method.

- 7.1.2. Payment Gateway Payments: Fee shall be made with a debit or credit card, using card acquiring provider services. The total Fee (including possible discounts) and the list of the services to be provided for the total Fee will be demonstrated to the Client prior to redirecting the Client to the card acquiring window.
- 7.2. If there are any annual, monthly or similar periodic fees for the Client's subscription, these fees will be billed automatically to the credit or debit card designated during the last payment for the Services, or subsequently designated to the Client at the start of the subscription period and at the start of each renewal period, unless the Client terminates the subscription before the relevant period begins.
- 7.3. If Enty is not able to charge the fee from a debit or credit card provided by the Client or invoices are unpaid by the Client, Enty has the right to terminate the subscription and stop the provision of Additional Services without prior notice to the Client.

8. CONFIDENTIALITY

- 8.1. The Parties acknowledge and confirm that any information or materials exchanged by the Parties in connection with this Agreement are confidential, and the Parties shall maintain the confidentiality of all such information and materials.
- 8.2. Confidential information shall not include information which:
 - 8.2.1. is already known or may be known by the general public;
 - 8.2.2. Enty grants to the banks, auditors, accountants, legal councils and third parties who are involved in the activities of Enty or to whom this Agreement is disclosed by law;
 - 8.2.3. have to be disclosed according to the law based on the assumption that the authorities have made legally authorised and proper enquiries.
- 8.3. The termination of this Agreement does not deprive each Party of the rights and obligations created in section 8 of this Agreement.

9. LIABILITY

- 9.1. Neither Party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, war, strikes, labour disputes, third party Internet service interruptions or

slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

- 9.2. The Website is provided "as is" and Enty makes no warranty or representation to the Client with respect to them. In particular, Enty does not represent or warrant that (a) the Website will meet the requirements of the Client; (b) the use of the Website will be uninterrupted, timely, secure or free from error; (c) any information obtained by you as a result of your use of the Website will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of the Website will be corrected.
- 9.3. The Website may give the Client access to links to third-party websites. Enty does not endorse any of these websites and does not control them in any manner. Accordingly, Enty does not assume any liability associated with these websites. The Client needs to take appropriate steps to determine whether accessing third-party websites is appropriate, and to protect personal information and privacy on such third-party websites.
- 9.4. The Client undertakes to indemnify Enty, and to keep it indemnified from (a) any costs, calls, losses, taxes and other matters for which Enty become liable or arising as a direct or indirect result of engagement with the Client; (b) any claims, losses, or liabilities arising as a result of a breach of the obligation, warranties and representations of the Client under this Agreement.
- 9.5. Enty does not bear any liabilities related to the actions of any third party. Enty shall not be liable for any actions of any Partner and any default in the performance of its obligations related to the default of the performance of such Partner's obligations.
- 9.6. The Client must compensate for any damages, third party claims, penalties imposed by authorities and other damages, loss, expenses, costs, fees, penalties incurred by Enty which are caused by the actions of the Client.
- 9.7. Enty and its Partners shall not be held liable for any deficiencies in the services provided or for any deficiencies indicated by the notary/registration authority/tax or statistics authorities.
- 9.8. Enty and its Partners shall not be liable for any claims, penalties imposed by authorities and other damages, loss, expenses, costs, fees, penalties incurred by the Client and which are caused by the actions of the Client.
- 9.9. Enty takes the responsibility to remind the Client of purchased Services within 3 months period from the date of conclusion of the Agreement. After the expiration of the above mentioned period, the Client will receive the Service only after prior written notice to Enty.

10. GOVERNING LAW AND JURISDICTION

- 10.1. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination or validity thereof, are governed by the laws of the Republic of Estonia without regard to its principles and rules on conflict of laws and shall be solved by the relevant court of the Republic of Estonia.
- 10.2. The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of this Agreement. The claiming Party shall send a message with its claim to the other Party. The contents of the notice in question shall contain the essentials of the claim and evidence supporting such claim.
- 10.3. In the absence of a reply to the claim within 30 (thirty) Business Days since the sending date, or if the Parties have failed to reach an amicable settlement, the dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be brought and heard exclusively in the appropriate court in terms of this Agreement.

11. COMMUNICATIONS

- 11.1. Any notice (including, without limitation, any notification or response to such notification) shall be given to Enty by using the following addresses:
 - 11.1.1. Enty: docs@enty.io, akomarova@enty.io, jshmygaleva@enty.io, atokareva@enty.io.
 - 11.1.2. the Client: e-mail address provided by the Client when registering on the Website.
- 11.2. The Parties agree to use the emails while delivering documents, notices or claims. The Parties confirm that documents, notices and claims sent from and to the emails designated hereunder shall have the legal effect and are to be accepted and considered by the Parties. The Parties confirm that all emails sent from the authorized email addresses are deemed to be sent and signed by the Parties. In addition, the Parties agreed that a signature transmitted by facsimile or via e-mail (in scanned format) shall be deemed to be an original signature.
- 11.3. Until one Party advises the other one of the fact of the breach of security in respect of its authorized e-mail address, all actions and documents done and sent from the authorized e-mail address of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized e-mail address as well as considered to be signed by the electronic signature of corresponding Party. In that case, the owner of the authorized e-mail address acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. Each Party respectively represents and warrants to the other Party that:
 - 12.1.1. the Party has full legal right, power, authority and competence to enter into, execute and deliver this Agreement;
 - 12.1.2. no voluntary or compulsory liquidation proceedings or insolvency or bankruptcy proceedings have been initiated, threatened or warned on it.
- 12.2. The Client represents and warrants to the Client the following:
 - 12.2.1. it does not engage into this Agreement for the purposes of illegal activities;
 - 12.2.2. it is aware of the fact that it is solely responsible and liable to fulfil all personal and other tax and legal obligations which this Agreement or incorporation of the private legal company may trigger.
- 12.3. The Parties immediately notify the other Party in writing of any circumstances arising after the conclusion of this Agreement, which causes any of the representations and warranties to become untrue, inaccurate or misleading which is material for disclosure to the other Party.

13. MISCELLANEOUS

- 13.1. Enty reserves the right to change the Agreement from time to time. The Agreement is deemed as valid at the expiry of 3 days upon the publication of a revised version of the Agreement on the Website.
- 13.2. The Client shall read the Agreement before using the Website or Personal account each time The Client visits the Website. The ongoing use of the Website and the Personal Account is considered as acceptance of the revised version of the Agreement.
- 13.3. If the Client does not agree with the revised version of the Agreement the Client shall stop using the Website.
- 13.4. The Client agrees to receive advertising materials from Enty or third parties on the e-mail address that the Client provided to Enty during the use of the Website. At any time, the Client is entitled to withdraw his or her consent to receive advertising materials by clicking through the link provided in the advertising materials received by the Client.
- 13.5. If any of the provisions of this Agreement is unlawful or invalidated or deemed inapplicable by the court, it does not influence or change the validity, legitimacy or applicability of other provisions. The Parties agree to replace the invalid or unenforceable provision with a valid or enforceable

provision, which shall best reflect the Parties' original intention and shall to the maximum extent possible achieve the same economic result.

- 13.6. Enty collects, stores, uses and processes personal data about the Client and whether applicable the persons directly related to it (e.g. representatives) in accordance with the laws applicable to the protection of personal data for, among others, the purposes of performing the Agreement, administering billing and accounting systems, maintaining its internal information systems, complying with its legal obligations and for marketing purposes. For the purposes of fulfilment of the Client's assignment, Enty will process personal data of the Client and whether applicable the persons directly related to it in the capacity as a personal data processor in accordance with the applicable legislation of Estonia governing personal data protection. If necessary for the provision of the services indicated herein, Enty may process the personal data of another person or the Client obtained on the basis of the Agreement or by law without the consent of those persons.

Enty may transfer the above-referred information about the Clients and the persons directly related to it to third parties where such information is needed for the performance of obligations under this Agreement.

Enty processes personal data in accordance with [Privacy Policy](#).

- 13.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to other genders.
- 13.8. A reference to writing or written includes email.
- 13.9. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 13.10. Any words following the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.