

Terms of Use

Entytech OÜ

Tallinn

Updated 12.04.2024

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:

Accounting Period	The period according to the chosen Subscription plan (month, quarter and year)
Accounting Services	Additional Services specified in para. 5.5 of the Agreement provided by Enty or the Partners and available to the Client via the Personal account.
Additional Services	Virtual Office, Tax, Legal, Accounting Services, including Incorporation services and Accounting Services are provided by Enty or the Third parties and are available to the Client via the Personal account.
Agreement	These Terms of use and any annexes and supplements thereto.
Business Day	Means a day on which the banks are ordinarily open for the transaction of normal banking business in Estonia and the Netherlands.
Client	<p>A legally capable person under the personal law or a legal entity represented by a person who has authorisation from the legal entity to accept the terms and conditions of this Agreement.</p> <p>The Client should not be a resident or should not be controlled or associated with residents of Prohibited countries, included in the UN and/or the EU sanctions' list(s), be a politically exposed person or a family member of a politically exposed person.</p>
Direct Debit	<p>A payment method that allows Enty to withdraw funds from the Client's bank account.</p> <p>For the avoidance of doubt, Direct Debit includes IDEAL, Sofort, Przelewy24, Direct SEPA, Giropay, EPS, Bancontact, and other systems using the direct debit mechanic.</p>
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.
Fee Schedule	Price list for Subscription Plans or Additional Services. Available on the Website upon the link https://enty.io/pricing .
Incorporation Services	The services related to the incorporation of legal entities.
KYC Procedures	Client due diligence procedures established under the laws of Estonia (Estonian Money Laundering and Terrorist Financing Prevention Act).
Salt Edge	Companies that are providing financial information services under the brand name "Salt Edge": <ul style="list-style-type: none">• Salt Edge Limited;• fino run GmbH
Salt Edge Rules	Terms of use (available upon the link https://www.saltedge.com/dashboard/fino_ais_terms) and Privacy policy (available upon the link https://www.saltedge.com/dashboard/fino_privacy_policy) governing relations between the Client and Salt Edge regarding the usage of financial information services.
Party or Parties	Enty and the Client (depending on the context).
Partner	Third-party providers providing Additional services to the Clients.
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.
Prohibited countries	The EU and FATF listed high-risk jurisdictions and other monitored jurisdictions as well as any other jurisdiction which is not within the scope of Enty's risk appetite.
Subscription Plans	Bundle of Additional Functions and Additional Services. The list of Subscription Plans is available at the link https://pricing.enty.io/
Third Party	A legal entity or a natural person that is not a Party of the Agreement and is related to the Client.
Third-Party Data	An information that is not collected or owned by Enty, but provided by the Client.

Virtual Office	Address and contact person services which are obligatory for an Estonian company if the Management Board of the company resides outside of Estonia.
Website	The collection of information, texts, graphic elements, design, pictures, photos and video and other intellectual property, as well as the software in the information system available over the Internet at the network address https://enty.io/ , https://app.enty.io .

- 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 complete the registration form on the Website or sign up with the social network account available to authorize on the Website;
- 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 or by making payment upon the Agreement from the bank account if the payment has been made before the registration as specified in the article 2.2;
- 2.4. By concluding this Agreement the Client also agrees to be bound by the Salt Edge Rules;
- 2.5. 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

Free license:

- 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 is 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.

Remunerated license:

- 3.3. The Client may request an additional license for Additional Functions. In this case, 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.
- 3.4. The license specified in article 3.3 of the Agreement 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 the Personal Account.

4. INCORPORATION SERVICES, SUBSCRIPTION PLANS

- 4.1. Parties agreed on the following conditions regarding the provision of the Incorporation Services and Subscription Plans:

	Incorporation Services	Subscription Plans
Payment type	One-off payment	Recurrent payment
KYC	The Client must complete KYC Procedures within 30 days after the first request from Enty.	The Client must complete KYC Procedures within 30 days after the request from Enty. Enty sends the request to the Client only if the Client wants to use the Virtual Office service or in other cases when Enty is obliged to perform KYC checks by applicable law.
Refunds	If Enty has started to render Incorporation Services (e.g. provided consultation to the Client, drafted some documents etc), Enty is not able to make a refund of the whole amount of money paid. Enty may refund a government fee to the Client upon the request of the Client if the abovementioned fee has not been paid to the government.	No refunds are available. Refunds are available only upon exclusions clearly expressed on the Website.
Fees and Timeframes	Available on the Website upon the link https://enty.io/pricing and in the Personal account.	

5. OBLIGATIONS OF ENTY REGARDING THE ACCOUNTING SERVICES

- 5.1. 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.
- 5.2. 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.
- 5.3. Enty has no obligation to verify the correctness of documents provided by the Client.
- 5.4. 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.
- 5.5. Accounting Services shall include:
 - 5.5.1. Checking the original documents;
 - 5.5.2. Financial entries and recognition of bank transactions;
 - 5.5.3. 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;
 - 5.5.4. Keeping the general ledger;
 - 5.5.5. Consulting time in accordance with the chosen subscription plan;
 - 5.5.6. For Estonian companies:
 - 5.5.6.1. Preparation of the annual report of the client's activities once a year in the Estonian business register if the Client paid Fees for more than ten months of the Accounting period that should be covered by an annual report;
 - 5.5.6.2. Preparation of the VAT returns in Estonia and submitting of the returns once a month only if the Client paid fees for the Accounting period that should be covered by a declaration;
 - 5.5.6.3. Preparation of the payroll declarations once a month. The number of declarations depends on the Subscription Plan.
 - 5.5.7. For Dutch companies:

- 5.5.7.1. Preparation of the annual report of the client's activities once a year if the Client paid Fees for more than ten months of the Accounting period that should be covered by an annual report. Only one annual report per Subscription Plan is included.
- 5.5.7.2. Preparation of the VAT returns in the Netherlands and submitting of the returns if the Client paid fees for the Accounting period that should be covered by a declaration;
- 5.5.7.3. Preparation of the payroll declarations once a month. The number of declarations depends on the Subscription Plan.
- 5.5.8. For the avoidance of doubt, Parties confirm their understanding that Enty is responsible for the submission of the accounting declarations only in a country where the Client is incorporated.

6. OBLIGATIONS OF THE CLIENT REGARDING THE ACCOUNTING SERVICES

- 6.1. The Client must:
 - 6.1.1. 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, to which Enty and the Client have access.
 - 6.1.2. The deadline for uploading primary documents by the Client for the previous accounting period is the 5th 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.
 - 6.1.3. provide Enty with access to government information systems and authorizations to act on behalf of the Client in the government information systems that are used to submit tax declarations and annual reports.
 - 6.1.4. notify Enty about changes in the corporate structure, the Articles of Association, Management Board Members, Directors.
- 6.2. If the Client does not fulfill obligations specified in para 6.1, Enty is not obliged to submit tax returns and annual reports on behalf of the Client.
- 6.3. If the Client fulfills obligations specified in para 6.1 with a delay, Enty is able to charge additional Fees specified in the Fee Schedule.

- 6.4. The Client is responsible for the accuracy of documents and information and for their timely submission to Enty.
- 6.5. 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.

7. PAYMENT CONDITIONS

- 7.1. Additional rules may be applied 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 paid 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;
 - 7.1.3. Direct Debit Payments: Fee shall be paid using Direct Debit payment methods. 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 Direct Debit Payment interface. Enty or Enty's 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.
- 7.2. If there are any annual, monthly or similar periodic Fees for the Client's subscription, these Fees will be billed automatically to the bank account (if the Client uses the payment method specified in para. 7.1.3), 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 bank account, 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 Subscription Plans without prior notice to the Client immediately.

- 7.4. If the Client requested Additional Services (including additional Accounting Services) that are not included in the Subscription Plan purchased by the Client, Enty reserves the right to automatically bill the applicable Fees to the bank account (if the Client uses the payment method specified in para. 7.1.3), 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.
- 7.5. If the Client fails to pay the Fee in time, Enty reserves the right to postpone the submission of the Client's tax returns for 10 (ten) working days.

8. TERMINATION

- 8.1. Enty has a right to terminate an agreement immediately without refunds or termination payments if:
- 8.1.1. The Client did not complete KYC Procedures in accordance with the Agreement;
 - 8.1.2. The Client is a person included in the international sanctions (including the UN and the EU sanctions) lists;
 - 8.1.3. The Client is a politically exposed person (PEP) or a family member of a PEP;
 - 8.1.4. The Client is a resident of the Prohibited country or is controlled or associated with residents of Prohibited countries;
 - 8.1.5. The Client is abusing or acting aggressively toward representatives or employees of Enty or the Partners;
 - 8.1.6. The Client uses the Website or the Personal Account or Additional Services for illegal purposes.
- 8.2. In other cases, Enty has a right to terminate an agreement upon 30 days' written notice. In this case, Enty shall refund the Fee for all services that have been paid by the Client but have not been provided to the Client.
- 8.3. If the Client uses Virtual office services and wants to terminate the Agreement, the Client must stop using Virtual office services. To stop using Virtual office services, the Client must:
- 8.3.1. Remove the Partner from the Contact person position in the Estonian business register;
 - 8.3.2. Remove the Partners' address as a company address of the Client in the Estonian business register.

- 8.4. If the Client fails to perform actions specified in the para. 8.3 of the Agreement, the Agreement will not be terminated and Enty will reserve a right to charge Fee in accordance with the Agreement.

9. CONFIDENTIALITY

- 9.1. 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.
- 9.2. Confidential information shall not include information which:
- 9.2.1. is already known or may be known by the general public;
 - 9.2.2. 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;
 - 9.2.3. have to be disclosed according to the law based on the assumption that the authorities have made legally authorized and proper inquiries.
- 9.3. The termination of this Agreement does not deprive each Party of the rights and obligations created in section 7 of this Agreement.

10. LIABILITY

- 10.1. Force Majeure:

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.

- 10.2. "AS IS" basis:

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.

- 10.3. Third-parties content:

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.

10.4. Indemnification:

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.

10.5. The Client must compensate for any damages, third party claims, penalties imposed by authorities and other damages, loss, expenses, costs, fees, and penalties incurred by Enty which are caused by the actions of the Client.

10.6. 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.

10.7. 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.

11. GOVERNING LAW AND JURISDICTION

11.1. 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.

11.2. 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.

11.3. 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.

12. COMMUNICATIONS

- 12.1. Any notice (including, without limitation, any notification or response to such notification) shall be given to Enty by using the following addresses:
 - 12.1.1. Enty: support@enty.io, clients@enty.io.
 - 12.1.2. the Client: e-mail address provided by the Client when registering on the Website.
- 12.2. 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 email (in scanned format) shall be deemed to be an original signature.
- 12.3. Until one Party advises the other one of the fact of the breach of security in respect of its authorized email address, all actions and documents done and sent from the authorized email 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 email address as well as considered to be signed by the electronic signature of corresponding Party. In that case, the owner of the authorized email address acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.

13. REPRESENTATIONS AND WARRANTIES

- 13.1. Each Party respectively represents and warrants to the other Party that:
 - 13.1.1. the Party has full legal right, power, authority and competence to enter into, execute and deliver this Agreement;
 - 13.1.2. no voluntary or compulsory liquidation proceedings or insolvency or bankruptcy proceedings have been initiated, threatened or warned on it.
- 13.2. The Client represents and warrants to the Client the following:
 - 13.2.1. it does not engage into this Agreement for the purposes of illegal activities;
 - 13.2.2. it is aware of the fact that it is solely responsible and liable to fulfil all personal and other tax and legal obligations that this Agreement or incorporation of the private legal company may trigger.

- 13.3. 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.

14. PERSONAL DATA AND ADVERTISING

- 14.1. Enty collects, stores, uses and processes personal data about the Client and whether applicable the persons directly related to it (e.g. representatives) as well as Third Party Data 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.
- 14.2. For the purposes of fulfillment of the Client's assignment, Enty will process the personal data of the Client and whether applicable the persons directly related to it as well as Third Party Data 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, Third Party or the Client obtained on the basis of the Agreement or by law without the consent of those persons.
- 14.3. 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.
- 14.4. Enty processes personal data in accordance with [Privacy Policy](#).
- 14.5. The Client acknowledges that for the purpose of the GDPR, in respect of Third Party Data the Client remains the controller and Enty is the processor. The controller retains control of the Personal Data and remains responsible for its compliance obligations under the applicable data protection legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Enty.
- 14.6. Enty will only process the Third Party Data to the extent, and in such a manner, as is necessary for the Services in accordance with Client's (as a controller) written instructions. Enty will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or GDPR.
- 14.7. Enty must promptly comply with any of the Client's (being a controller) requests or instruction requiring Enty to amend, transfer, delete or otherwise process the Third Party Data, or to stop, mitigate or remedy any unauthorised processing.

- 14.8. Enty will maintain the confidentiality of all Third Party Data and will not disclose Third Party Data to third parties unless the Client (as a controller) or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires Enty to process or disclose Third Party Data, Enty must first inform the Client (as a controller) of the legal or regulatory requirement and give the Client (as a controller) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 14.9. Enty must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Third Party Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Third Party Data.
- 14.10. Enty will promptly and without undue delay notify the Client (as a controller) if any Third Party Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 14.11. Enty must notify the Client (as a controller) immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Third Party Data or to either party's compliance with the data protection legislation.
- 14.12. At the Client's (as a controller) request, Enty will give the Client a copy of or access to all or part of Third Party Data provided by the Client (as a controller) in its possession.
- 14.13. On termination of the Agreement with the Client for any reason, Enty will securely delete or destroy or, if directed in writing by the Client (as a controller), return and not retain, all or any Third Party Data in its possession or control. If any law, regulation, or government or regulatory body requires Enty to retain any documents or materials that Enty would otherwise be required to return or destroy, it will notify the Client (as a controller) in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.
- 14.14. The Client agrees to receive advertising materials from Enty at the email 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.

15. MISCELLANEOUS

- 15.1. Enty shall have the right to engage with the Partners or any other provider determined by the sole discretion of Enty in order to provide the Client with the Additional Services and the Additional Functions.
- 15.2. Enty reserves the right to change the Agreement from time to time. The Agreement is deemed as valid at the expiry of 3 (three) days upon the publication of a revised version of the Agreement on the Website.
- 15.3. Enty reserves the right to change the Fee Schedule, upon not less than ten (10) days prior written notice to the Client.
- 15.4. 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.
- 15.5. If the Client does not agree with the revised version of the Agreement the Client shall stop using the Website.
- 15.6. 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.
- 15.7. 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.
- 15.8. A reference to writing or written includes email.
- 15.9. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 15.10. 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.