

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL

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- 1.1. These General Terms and Conditions together with the Basic Terms and Conditions constitute the main part of both the Framework and Service Contracts. The General Terms and Conditions shall apply to all Contracts concluded between the Parties, including Service Contracts, and shall form an integral part thereof. The Framework Agreement fixes the data of the Parties and is the basis for general legal relations. The Service Contract is concluded for the provision of the Service ordered by the Client.
- 1.2. The General Terms and Conditions enter into force upon entry into any Contract or upon commencement of the provision of the Service ordered by the Client. The Client or the person wishing to order the Service is obliged to read all the Terms, including the General Conditions, and these are mandatory for the Parties to comply with.
- 1.3. Contracts, including Supplement(s) and subsequent amendments thereto, are concluded either by signing the Basic Terms and Conditions submitted by the Service Provider in writing by both Parties or, taking advantage of the acceptable technical possibilities offered by the Service Provider, in another format that can be reproduced, including fontakti self-service or CRM in electronic form, with the acceptance by the Service Provider of the Basic Terms and Conditions and/or the Supplement to the Agreement by the Client by means of communication or computer network in which case the Agreement (together with the Basic and General Conditions and its Supplement(s)) shall enter into force. Upon entering into a Service Contract, the Terms of Service shall also take effect. The Contract may also be considered concluded orally if the person has expressed a wish to order the Service and the Service Provider has accepted the respective order and started providing the Service, and if neither Party demands the conclusion of the Agreement in writing within a reasonable time from the provision of the Service.
- 1.4. The Service Provider has the right to extend the time of commencement of the provision of the Service or the deadlines agreed in the Annex in the event of deficiencies or other impediments (incl. non-payment of invoices, the Customer has not submitted the information, materials, access to its systems, etc.) necessary for the provision of the Service, and to demand the elimination of the deficiencies within a reasonable time. In this case it is not a breach of the Contract by the Service Provider.
- 1.5. The offers made are not binding until the conclusion of the respective Agreement or other binding agreement or the commencement of the provision of the Service by the Service Provider, as long as the offer has not become binding, the Service Provider reserves the right to amend or withdraw from the offer.

### 2. DEFINITIONS

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The terms used in the Terms (including the General Terms and Conditions of Service) have the following meanings:

2.1. "Data protection legislation"	Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) or other relevant legislation in force in the EU, including Estonia, and equivalent Personal Data legislation in countries outside the EU.
2.2. "Data protection conditions"	Data protection terms and conditions of the Service Provider, which are available <a href="https://fontakt.com/en/data-protection/">https://fontakt.com/en/data-protection/</a> .
2.3. "Invoice"	A document provided by Fontakti to the Client regarding the fees of the Service, the term of payment and other terms and conditions.
2.4. "Fontakti self-service"	Online self-service environment of the service provider.
2.5. "Personal data"	equivalent meaning in accordance with the data protection legislation and in the context of the Agreements, the Personal Data necessary for establishing a customer relationship or providing the Service.
2.6. "Client"	a person who has entered into a Contract with the Service Provider or to whom the Service Provider provides the Service.
2.7. "Contracts"	Framework or Service Contract concluded between the Parties and consisting of the Basic Terms and General Conditions, the Service Contract also the Service Conditions (hereinafter separately also referred to as the " <b>Contract</b> ").
2.8. "Annex(s)"	The annexes to the Agreement upon its conclusion and listed in the Basic Conditions and/or the annexes to be concluded thereto after the conclusion of the Agreement, including the provision of the Service accepted by the Client. The Annex(s) shall form an integral part of the Agreement.
2.9. "Basic conditions"	The main part of the Agreement, where the Parties have agreed on the relations between the Parties and/or the basic terms and conditions of the Service, including, in the case of a Service Contract, the Service provided to the Client.
2.10. "Party or Parties"	Client or Service Provider or both.
2.11. "Framework agreement"	A general framework agreement for the relations between the parties, which does not oblige to order Fontakt's products and services.

2.12. "Conditions"	Basic Terms, General Conditions, Terms of Service, Addendum(s), Data Protection Terms and other terms and conditions attached to the Agreements.
2.13. "Service"	A service agreed upon in the Basic Conditions and/or in the Supplement(s) (if concluded), which Fontakt undertakes to provide upon entry into the Service Contract and which is provided under the conditions set out in the Terms and Conditions, including the Terms of Service and the Supplement(s) (hereinafter together also referred to as the "Services").
2.14. "Service provider"	Fontakt OÜ, registry code 11091789 (hereinafter also referred to as "Fontakt")
2.15. "Service Contract"	An Agreement concluded between the Parties, on the basis of which the Client orders the Services and the Service Provider undertakes to provide the Services to the Client.
2.16. "Terms of Service"	Terms and Conditions that regulate the specific terms and conditions of the provision of the Service. The Terms of Service are an integral part of the Service Contracts.
2.17. "Working day"	a calendar day from Monday to Friday (between 8:00 and 17:00) that is not a non-working day, a public or national holiday.
2.18. "General Terms and Conditions"	this document, i.e. the Terms and Conditions, which fix the legal bases for the relations between the Parties, including the rights and obligations of the Parties, liability and the general terms and conditions of the provision of Services. The General Terms and Conditions together with the Basic Conditions form the main part of the Contracts and are an integral part of both the Framework and Service Contracts. The general terms and conditions are available in <a href="https://www.fontakt.com/en/terms-and-conditions">https://www.fontakt.com/en/terms-and-conditions</a> .
2.19. "General price list"	a document that fixes the general rates and other pricing conditions of the Services and which is available at the web address indicated in the Terms of Service Agreement. The General Price List applies if the prices of the Service(s) provided to the Customer are not set out in the Addendum(s).
2.20. "Legislation"	Legislation in force in the Republic of Estonia.

### 3. SUBJECT OF CONTRACTS

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- 3.1. The object of the Framework Agreement is the establishment of a general legal relationship between the Parties, which does not discourage the Client from ordering the Service. The object of the Service Contract is the provision of the Service to the Client.
- 3.2. Fontakt provides the Services on the terms and conditions set out in the General Conditions, the Basic Terms and Conditions of Service Contracts and Supplement(s) and the Terms of Service. If the Client wishes to order additional services on the basis of the Service Agreement, they shall be agreed upon in the Annex to the Service Contract.

### 4. OBLIGATIONS OF THE PARTIES

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- 4.1. The parties are obliged to:
  - 4.1.1. to comply with the provisions and conditions of the Agreement in good faith;
  - 4.1.2. cooperate in the performance of the obligations set forth in the Agreement and the Conditions.
- 4.2. The service provider is obliged to:
  - 4.2.1. comply with the obligation of confidentiality;
  - 4.2.2. provide the Service in accordance with the Service Contract, its Supplement(s) (if concluded) and the Terms of Service.
- 4.3. The Customer is obliged to:
  - 4.3.1. examine the Terms and Conditions, incl. the General and Service Conditions, the General Price List, the Contract and its Supplements) and perform the obligations set forth therein;
  - 4.3.2. provide the necessary data for the conclusion of the Agreement and the Supplement(s) and, if necessary for the provision of the Service, provide the necessary (source) information;
  - 4.3.3. pay the invoices submitted;
  - 4.3.4. notify the Service Provider as soon as possible of any circumstances that may affect the performance of contractual obligations;
  - 4.3.5. not to use the Service in ways and for purposes that are contrary to legislation or the General Terms, including to cause damage to other persons;
  - 4.3.6. to exclude unauthorised persons from becoming aware of the usernames, passwords, etc., submitted to the Customer for the purpose of identifying the Customer or using Fontakt self-service, CRM, and being responsible for all consequences arising from the use of the above, including the consequences if the Customer has enabled the use of his/her device, password or other data by unauthorized persons or has set a password in such a way that unauthorized persons have access to his/her data and the ordered Service.

### 5. PRICES AND PAYMENT TERMS

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- 5.1. The Customer is obliged to pay all fees related to the Service on the basis of the invoices submitted to him/her. Invoices are sent to the Customer's billing e-mail specified in the Basic Terms and Conditions. Failure to receive the invoice does not release the Customer from the obligation to pay the invoice. The Customer is obliged to immediately notify of the non-receipt of the Invoice.
- 5.2. The prices and payment terms of the Services have been agreed upon in the Service Contract and its Supplement(s) (if concluded). For service(s) whose prices are not reflected in the Appendix(s), the prices according to the General Price List apply. VAT valid in the Republic of Estonia will be added to all prices.
- 5.3. The due date of the invoice is indicated on the Invoice and is usually 7 (seven) or 14 (fourteen) calendar days from the date of issue of the Invoice, unless the Parties have agreed otherwise in the Supplement(s).
- 5.4. If the invoice is not paid on time, a fine for delay of 0.2% of the amount owed per day until the invoice is paid in full, will be added to the amount indicated on the invoice.
- 5.5. The Service Provider has the right to assign the claims against the Customer arising from the non-timely payment of the Service to third parties, and in such a case the Client is obliged to compensate the costs related to the collection of the debt claim.
- 5.6. If the Client does not agree with the invoice submitted, he/she is obliged to submit a written complaint within 5 (five) working days from the date of issue of the Invoice, stating in what part and on what basis he/she disputes the Invoice. In case of partial dispute of the Invoice, the Invoice shall be payable in the uncontested part. If the dispute is unfounded, the Client is obliged to pay the disputed amount of the Invoice within 7 (seven) calendar days from the date of submission of the complaint response to the Client. If the Customer has paid the Invoice and has not contested it within the term specified in this clause, it is presumed that the Customer has no complaints regarding the Invoice.
- 5.7. The Service Provider has the right to suspend the provision of the Services if the Client is late with the partial or full payment of the Invoice for at least 14 (fourteen) calendar days, in which case the Client has the right to suspend the provision of the Services until the Invoice has been paid. In this case, the Service Provider shall not be liable for the consequences caused to the Client by the suspension of the provision of the Services, including any damages.
- 5.8. Upon termination of the Agreement, the Client is obliged to pay for the Service provided to the Client. The Service Provider has the right to demand that the Client pay for the Services not previously settled but provided to the Client.
- 5.9. If the Client is in delay with the partial or full payment of the Invoice for at least 14 (fourteen) calendar days, the Service Provider has the right to initiate payment order proceedings (maksekäsu kiirmenetus) in accordance with the procedure established in the Republic of Estonia. The Client is obliged to compensate all state fees and other procedural costs arising from the initiation and conduct of such payment order proceedings, including any additional collection costs

## 6. CONTACTS AND NOTIFICATIONS

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- 6.1. The contact persons of the Parties, who are authorized to send and receive notices in connection with the performance of a particular Agreement, are specified in the Basic Conditions. As a rule, the contact persons do not have the right to terminate the Agreement and the Supplement(s) or to withdraw from them, unless they have been granted such a right by the relevant authorisation.
- 6.2. The Client is obliged to immediately notify of any changes in his/her contact details and persons. Until the change is notified, the most recently published data shall be used.
- 6.3. Depending on its contents, Fontakt also sends notices to the Client by submitting an invoice, e-mail or SMS, or by displaying a corresponding message in the respective Fontakti web environment, including fontakti self-service or CRM, as an exception, the information is provided by post.
- 6.4. The Parties may submit informational information that does not have legal significance orally or in a format that can be reproduced in writing. All notices of legal significance must be submitted in a format which can be reproduced in writing, i.e. in the Fontakt web environment, by SMS, by post or by e-mail. A notification referred to in this point shall be deemed to have been received if that notification:
  - 6.4.1. is submitted in the fontakti web environment, by e-mail or SMS, then on the working day of its transmission, and if the message is sent after 17:00 or on a day that is not a Working Day, it is considered received on the next Business Day;
  - 6.4.2. sent by hand, then on the working day when the notice is delivered against signature;
  - 6.4.3. sent by registered mail, then 5 (five) calendar days after posting or on the working day of service (if sent with acknowledgement of receipt).

## 7. OBLIGATION OF CONFIDENTIALITY

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- 7.1. The Service Provider undertakes to keep secret and not to disclose to third parties the Confidential Information received from the Client in connection with the provision of the Service, the Contract or the performance of its Supplement(s), and such information may be used by the Service Provider only for the purpose of fulfilling the Agreement, its Supplement(s) and Conditions and for the provision of the Service. Information is confidential if the Party providing it indicates its confidentiality or if it can be considered confidential in a recognisable manner and taking into account established practices and practices in the field of economic activity, in particular in the case provided for in clause 7.2 (hereinafter referred to as "**Confidential Information**").
- 7.2. In particular, the following shall be considered confidential:
  - 7.2.1. business and production secrets of the Client or its clients, the Client's customer database, the content of the Client's special agreements with his clients;
  - 7.2.2. Personal Data contained in the database(s) of the Client or their clients, systems, incl. Personal Data of the Client's clients and special categories of Personal Data;
  - 7.2.3. technological solutions, applications, software projects and cost price of the products developed and sold by the Customer or his Customer;
  - 7.2.4. information about the Client's information systems and software, including access passwords to them.
- 7.3. Confidential information set out in sections 7.1 and 7.2 does not include information which is:
  - 7.3.1. in advance, i.e. before it was received from the other Party, has been publicly available or has been made publicly available by the Party that assigned it;
  - 7.3.2. received from a third party who has the legal right to provide this information to the receiving Party;
  - 7.3.3. previously been in the use of the receiving Party in accordance with the Legislation and its use has not been restricted by the Party who assigned the information.

- 7.4. The restriction in clauses 7.1 and 7.2 does not apply if:
- 7.4.1. The obligation to disclose confidential information arises from the Legislation, in which case a Party shall first notify the other Party of the respective obligation and disclose the respective information only to the extent strictly necessary;
  - 7.4.2. The disclosure of confidential information is subject to the written permission of the other Party;
  - 7.4.3. This is not Confidential Information, including as set forth in Section 7.3.
- 7.5. A Party has the right to disclose Confidential Information to its legal and financial advisers without the consent of the other Party.
- 7.6. After the termination of the Agreement, the obligation of confidentiality shall be maintained to the extent necessary to protect the legitimate interests of the Party.

## 8. PROCESSING OF PERSONAL DATA

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- 8.1. The processing of personal data in the provision of the Service and the conclusion of the Agreement is regulated by the Data Protection Terms and Conditions in addition to those provided for in this chapter. The rights and obligations of the Parties in relation to the processing of Personal Data arise, among other things, from data protection legislation.
- 8.2. The provisions of this chapter are considered to be a data processing agreement within the meaning of data protection legislation, whereby the nature, types, content of processing, etc. of the processing of Personal Data arise from the concluded Agreement and its Supplement(s).
- 8.3. By entering into the Agreement, the Parties confirm that the processing of Personal Data is carried out in accordance with the provisions of data protection legislation.
- 8.4. Unless otherwise provided in the Data Protection Policy, Fontakt is the processor in the provision of the Service, i.e. it processes the Personal Data on behalf of the controller, i.e. the Client, and on the basis of instructions for the performance of the Agreement and its Supplement(s).
- 8.5. Fontakt processes the Personal Data that has become known to it during the provision of the Service in accordance with the provisions of the Data Protection Terms and Conditions and data protection legislation and as long as it is necessary for the performance of the Agreement or its Supplement(s) (unless there is another legal basis for the processing of Personal Data, including storage).
- 8.6. Neither Party may use Personal Data that has been transferred to it or is processed during the provision of the Service unlawfully or for purposes or in ways that are contrary to relevant Data Protection legislation.
- 8.7. The Parties shall cooperate in the fulfilment of their obligations under data protection legislation. If the Service Provider, as a processor, receives a request for exercising the rights of the data subject or in connection with another obligation of the controller, including a request or a request from a supervisory authority, it shall immediately direct them to the controller, i.e. the Client.
- 8.8. The Client is obliged to provide access to the Personal Data necessary for the performance of the Agreement, its Supplement(s) and the provision of the Service. In order to verify compliance with data protection legislation, the Client has the right to conduct an audit only on the Personal Data that is processed for the performance of the Contract and the Supplement(s) and no more often than once a year, with at least one month's notice.
- 8.9. Upon entry into the Agreement, the Client gives a general authorisation to involve sub-processors who undertake to comply with the obligations of the processor set out in this chapter and data protection legislation under the same conditions as the Service Provider.
- 8.10. The Service Provider cannot mitigate the risks related to the security of the processing of Personal Data and is not responsible for their mitigation if the actions necessary to ensure security have not been performed by the Client or the Client's clients. In order to ensure security, the Parties undertake to implement all relevant organisational and technical security measures, including compliance with data protection legislation.
- 8.11. The Service Provider has the right to record and store calls made to the Service Provider for the purpose of performing the Agreement, ensuring it or providing the Service, submitted e-mails or Client's inquiries made in the Fontakti web environment, saved choices, consents, for proving the orders, application and transactions placed, incl. for servicing the Client and improving the quality of service.

## 9. RESPONSIBILITY

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- 9.1. The Parties shall be released from the performance of the obligations arising from the Contract in part or in full (except for the obligation to pay for the Service already provided) if this is prevented by Force Majeure. In furnishing the concept of force majeure, the Parties shall proceed from the provisions of legislation (hereinafter: "**Force Majeure**").
- 9.2. A Party must notify the other Party of the force majeure circumstance in the event of delay. If the effect of force majeure is temporary, the Party shall be released from the breach of obligations only for the period when Force Majeure prevented the performance of the obligation. Force majeure shall change the deadlines stipulated in the Contract by the period during which the performance of the Contract was interrupted due to it.
- 9.3. If the circumstances of force majeure continue for more than 30 (thirty) calendar days, the Party may extraordinarily cancel the Contract.
- 9.4. The Service Provider shall not be liable to any extent for circumstances affecting the provision of the Service, but regardless of the Service Provider, including, but not limited to, interruptions or failures of the data communication connection caused by errors in the television operators or the Customer's communication network, for non-compliant work of the postal service(s), for the failure of an electronic mailbox or for failures in sending electronically transmitted Invoices, for failures in the Customer's equipment or for the loss of data in them, destruction and other factors caused by force majeure, such as weather conditions, power outages, etc.,
- 9.5. The Service Provider is not responsible for the processing of Personal Data by the Client or their clients, as they cannot control such processing of Personal Data. The processing of Personal Data provided to the Client is the Client's sole responsibility and the Service Provider is not liable for any damage caused by the Client's data processing. The Customer must ensure that the data processing by him/her complies with the provisions of data protection legislation.
- 9.6. The Service Provider does not guarantee or make any promise or result in connection with the provision of the Service, including the transfer of data to the Client, including the results of sales of the Client's products or services, - revenue, the generation or increase in demand, the receipt of customers or an increase, preservation of the clientele, the provision of the Service or the decisions made by the Client's or the Client's clients on the basis of the transmitted data. The data is transmitted *in the form of "as is"*.
- 9.7. Neither Party shall be liable for anything other than direct proprietary damage. A Party has the right to demand from the other Party compensation only for direct material damage and if:
- 9.7.1. the other Party's wrongful actions in the form of intentional violation of the Agreement and/or the Terms and Conditions have been proven; and

- 9.7.2. A Party submitted a claim for damages to the other Party immediately, but not later than within 3 (three) months from the occurrence of the damage, unless the subsequent notification is justified due to a proven significant fact.
- 9.8. The liability of the Service Provider in relation to the non-compliance of the Service with the Contract is limited to ensuring the conformity of the Service with the Contract, i.e. the proper provision of the Service. In the case of financial claims, the total liability of the Service Provider is limited to the total amount of contractual fees paid by the Client to the Service Provider within 6 (six) months before the date on which the claim arose.
- 9.9. The provisions of this chapter do not exempt from liability in matters that cannot be excluded under these Laws.

## 10. VALIDITY, AMENDMENT AND EXPIRY OF CONTRACTS

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- 10.1. The validity of the Agreement is stipulated in the Basic Conditions and the Terms of Service. Unless otherwise provided in the Basic or Service Conditions, the Contracts are concluded for a fixed term. The term of the Contract is stipulated in these General Terms and Conditions in the case of a Framework Agreement and in the Service Conditions in the case of Service Contracts, and the Contracts are valid until the term specified therein or until the unilateral extraordinary cancellation of the Contract in accordance with clause 10.4.
- 10.2. The Framework Agreement shall be valid from the date of its entry into force and shall be terminated automatically (without a respective declaration of intent by the Party) if there are no valid Service Contracts between the Parties and the Client has not ordered the Service or any additional Service from Fontakt within 1 (one) year from the date of termination of the last Service Contract or if no settlement has been made between the Parties within 1 (one) year from the date of the last invoice to the Client. The Service Provider reserves the right, but not the obligation, to unilaterally extend the specified term, provided that the Client expresses a wish to order the Service within a reasonable time after the term specified in this clause.
- 10.3. If the Customer wishes to continue the order, i.e. to place a new Order under the same valid Service Contract even after the termination of the initial Service, the corresponding Supplement to the Service Contract shall be concluded and the Service Contract shall continue with the exceptions of the new concluded Supplement, unless the Service Contract has expired due to the expiry of this term or extraordinary cancellation. In this case, an Annex to the Service Contract is concluded, where the specific conditions of the Service to be provided are agreed upon, for example, the volume, the price outside the General Price List, etc. In such a case, the Service Contract shall be automatically extended from the date of entry into the respective Supplement upon continuing with the specifics of the said Supplement and the previous Supplement that regulated the provision of the same Service shall cease to be valid (unless otherwise provided in the Supplement).
- 10.4. The grounds for extraordinary cancellation of contracts are set out in the General Conditions or the Terms of Service. A Party may extraordinarily cancel the Contract prematurely if:
- 10.4.1. Liquidation or bankruptcy proceedings shall be initiated against a Party or the Party shall cease to exist;
  - 10.4.2. after receiving a written reminder, the Client shall not hand over to the Service Provider the information or data necessary for the provision of the Service, the performance of the Agreement or its Supplement(s) within a reasonable period of time;
  - 10.4.3. The Party materially violates the obligation stipulated in the Contract and has not eliminated the violation within a reasonable period. Unless otherwise provided in the Terms of Service, a reasonable term is generally deemed to be 30 (thirty) calendar days from the date of receipt of a written notice of violation submitted by a Party, unless otherwise provided by law;
  - 10.4.4. The Service Provider terminates the provision of a certain Service to the Clients in its entirety or for reasons beyond their control, technical or other reasons, the provision of the Service or the performance of contractual obligations has been significantly hindered or become impossible, in which case the Client shall be notified thereof at least 1 (one) month in advance.
- 10.5. In order to cancel the contract extraordinarily, a written declaration of cancellation must be submitted, indicating the reason and legal basis for the cancellation and, if necessary, the extent of the cancellation.
- 10.6. The rights and obligations arising from the Agreement until its expiry shall remain valid even after the termination of the Agreement.
- 10.7. The Agreement and its Annexes, except as provided in clauses 10.8 and 10.9., shall be amended by agreement of the Parties in the same form as the Agreement or its Supplement. During the validity of the Agreement, ordering a new (annex) Service or changing the data related to the Customer may take place either via the Client's e-mail or fontakti self-service, through which the Agreement or the Annex shall be deemed to have been amended if the Client's respective selection or desired change was saved, and the Service Provider has submitted a confirmation of acceptance of the amendment.
- 10.8. Unless otherwise provided in the Terms of Service, the Service Provider has the right to unilaterally change what is fixed in the General Price List with 1 (one) month's notice, incl. if the change is caused by a change in the pricing of the Service, the circumstances on which the Contract was based are changes. If the Client does not agree with the amendment, he/she has the right to cancel the Service Contract concerning the amendments within 1 (one) month from the date of submission of the respective notice of amendments, and if the Client does not cancel the Service Contract within the specified term, it shall be deemed that he/she has agreed to the amendment.
- 10.9. The service provider has the right to unilaterally make changes to the technical solutions used for the provision of the service. If the respective amendments involve additional costs for the Client, the Service Provider shall notify the Customer thereof in advance in accordance with clause 10.8 and the Client has the right to cancel the Service Contract concerning the amendments in accordance with the provisions of clause 10.8.

## 11. SETTLEMENT OF DISPUTES

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- 11.1. The Client undertakes to submit complaints regarding the Contract, including the Service Agreement and its Supplement(s) immediately, but not later than within 30 (thirty) calendar days from the occurrence of the basis for the complaint, unless the later notification is justified due to an important circumstance. Claims must be submitted in writing, stating its scope and legal basis (reference to the Act or the provisions of the Agreement).
- 11.2. All disputes shall be resolved by the Parties in good faith through negotiations. In order to resolve disputes that cannot be resolved through negotiations, both Parties have the right to turn to the Harju County Court

## 12. OTHER TERMS AND CONDITIONS

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- 12.1. Unless otherwise provided in the Terms of Service, the Contracts shall not transfer any intangible property rights.

- 12.2. The terms used in the Agreements, including their Supplement(s), the Basic Terms and Conditions of Service, have the meaning assigned to them in Chapter 2. If the context requires it, the singular terms mean the plural, and vice versa.
- 12.3. In matters not regulated by the Contracts, their Annex(s) and the Terms, the Parties shall be guided by the Legislation, the principle of good faith and reasonableness, and the practices of the respective field.
- 12.4. The invalidation of the Agreement, its Supplement(s) or any provision of the Terms and Conditions shall not release the Parties from the obligation to comply with other provisions and shall not affect the validity of the remaining Terms.
- 12.5. The Parties shall consider the Service Contract, together with its Supplement(s) and all the respective Terms and Conditions governing the provision of the Service, including the Basic, Service and General Conditions, to be the basis for the provision of the Services. In the event of a conflict between the Terms and Conditions or the provisions of the Service Agreement, priority shall be determined in accordance with the following order (starting with the highest priority):
- Service Contract;
  - Annex(s) to the Service Agreement;
  - Terms of Service;
  - General terms and conditions;
  - Other terms and conditions.
- 12.6. The Service Provider may use the fact of providing the Service and the cooperation between the Parties under the Service Agreement as a public reference. However, it does not give the right to disclose the details of the Service Contract or its Supplement, if it has not been agreed upon in advance in writing between the Parties.
- 12.7. By entering into the Agreement, the Client confirms that the information provided by him/her is true, that he/she has the authority to enter into the Agreement and its Supplement(s) and that he/she undertakes to comply with the Agreement, including its Basic and General Conditions, the Supplement(s) and other Conditions.
- 12.8. If the Estonian and foreign language texts of the General, Basic or Service Conditions diverge or are ambiguous, the Estonian text is the priority. All Contracts are governed by Estonian law.
- 12.9. These General Terms and Conditions are valid from 01.08.2023.