



FINBITE TERMS OF USAGE (from 15.10.2024)

1. GENERAL PROVISIONS

- 1.1. These Terms of Usage lay down the procedure for the provision of services of the invoice centre (hereinafter referred to as the Service) by Finbite OÜ (hereinafter referred to as Finbite) and regulate mutual rights and obligations of Finbite and the Service user (hereinafter referred to as the Customer) upon using the Service.
- 1.2. In addition to Terms of Usage, relationships between Finbite and the Customer are regulated by services' price list (hereinafter Price List) and the privacy policy. In case of need there can be a Invoice Management Service Agreement (hereinafter the Agreement) signed between Finbite and the Customer.
- 1.3. Terms of Usage, Price list, Privacy policy and if available, then also Service Agreement together form the contract (hereinafter the Contract).
- 1.4. If any of the provisions of the Terms of Usage proves to be, as a result of amendments to legal acts, ineffective either in part or in full, the remaining part of the Terms of Usage shall remain in effect.
- 1.5. Within the framework of the Service, Finbite provides:
 - 1.5.1. transmitting sales invoices according to the requested sales invoice channels
 - 1.5.2. receiving purchase invoices as an e-invoice, a PDF invoice for digitization;
 - 1.5.3. receiving receipts and creating expenditure reports;
 - 1.5.4. creating a confirmation round for purchase invoices and expenditure reports, confirming thereof and transmitting the same to the Customer's business software;
 - 1.5.5. archiving documents.

2. DEFINITIONS

The definitions used in the standard terms and conditions shall have the following meaning:

Invoice means an electronic document delivered to Finbite for the purposes of providing the service.

E-invoice means an XML format file created according to the Estonian e-invoice standard (for other format options, please, contact support).

Expenditure report means a report that has been prepared in the application offered by Finbite and consists of one or several receipts.

Invoice data mean the data set of a purchase invoice subject to entry.

Entry means the entry by Finbite of data from a PDF document in the Application.

Customer means a legal person with whom the Terms of Usage as well as the Agreement have been entered into.

Application means the Internet-based software solution that is necessary for the provision of the service and that can be accessed via the Internet address <https://www.finbite.eu>

Confirmation round means the part of the Application in which the electronic management of purchase invoices takes place. The confirmer can log in to the Application for confirming a particular purchase invoice via a unique web address sent by an e-mail that notifies of a respective purchase invoice.

Main user means the Customer's representative(s) whom the Customer has authorised to access the Application and the Confirmation Round and who have the right to administer the access rights of all users in the Application.

User means a person who has been granted access to using the Application (including to confirming invoices or expenditure reports).

Reporting person means the Customer's representative whom the Main User has provided with an opportunity for creating expenditure reports and who can log in to the Application.

Finbite Finance means a mobile application created by Finbite through which receipts can be manually entered or sent to Finbite for Entry. Other functionality is creation of cost reports and sending them to confirmation. The mobile application is available for mobile telephones provided with Android and iOS operating systems.

3. ACCESS TO APPLICATION

- 3.1. Access for the users of the Application shall be created and terminated by the Main User. In the Application, Main Users have been assigned the role of administrator that makes it possible to add additional Users in the Application.
- 3.2. To provide Main Users and Users with access to the Application with authentications methods (ID-card, mobile-ID, Smart-ID), the personal identification codes of authorised persons must be entered in the Application. E-mail address is also needed and acknowledged as username. Authorised users



can log in via electronic authentication (ID card, mobile-ID, Smart-ID). Availability of different methods is depending on the country. Users can also create a personal password/ after authentication, which allows faster and more

convenient log-in to the Application. The protection of the password must be ensured by its creator and Finbite is not liable for damage arising due to its unauthorised use. Access to the mobile application is provided only by username and password.

- 3.3. Finbite shall provide the Customer's business software with access to the Application over the encrypted web service. The Customer's representative who has been provided with the Main User rights can change the access key. Sessions shall be initiated by the Customer's business software.
- 3.4. To resolve issues related to the use or to inquiries transmitted to Finbite by the Customer, employees of Finbite have the right to add access for themselves to the Application in order to ensure as fast resolution of the issues as possible.

4. RECEIPT OF DOCUMENTS

- 4.1. The Customer shall transmit invoices and receipts to Finbite electronically.
- 4.2. The Customer shall transmit purchase invoices, which have been referred for entry, to Finbite by e-mail to the e-mail provided by Finbite. One e-mail may only contain one PDF invoice and annexes related thereto. A PDF file may only contain one invoice. PDF has to be correctly copyable. Attachments to one e-mail may only contain additional documents related to the invoice. The maximum allowed size for one email is 10 MB. The maximum size of an allowed email is 10 MB.
- 4.3. The Customer shall transmit the receipts referred for entry to Finbite electronically in the Application or by using to this end the Finbite Finance mobile application.
- 4.4. If the Customer considers it necessary to themselves scan invoices to be submitted for entry, the scanning must comply with the following scanning quality requirements. Scanned invoices not in compliance with the requirements shall be returned to the Customer. The scanning requirements are:
 - 4.4.1 A scanned file must be saved in PDF. A PDF file must allow data to be copied (may not be scanned as a picture);
 - 4.4.2 the size of the file must preferably be less than 500 Kbytes;
 - 4.4.3 the preferable scanning density, i.e. resolution, is 300 dpi (defined in the scanner software settings);
 - 4.4.4 the Line-art (Black-and-White) scanning method must be defined in settings.
- 4.5 The Customer shall transmit sales invoices to Finbite electronically directly from the business software over the encrypted web service connection or prepare sales invoices in the Application offered by Finbite. Sales invoices can also be imported into the Application, using to this end the file formats supported by the Finbite, which are visible in the Application under the Sales Invoices menu item.
- 4.6 Finbite shall receive e-invoice files that correspond to the Estonian e-invoice standard over the encrypted web service (for other format options, please, contact support).
- 4.7 The person liable for the correctness of a sales invoice transmitted by the Customer and for the compliance thereof with law shall be the Customer. Finbite has the right to refuse to receive documents that are not in compliance with the requirements set out in law or with the e-invoice standard.

5. PROCESSING AND DIGITISATION OF DOCUMENTS

- 5.1 Finbite undertakes to process the documents that have arrived and to enter the invoice/receipt data within the following period of time unless otherwise agreed in the Contract:
 - 5.1.1 standard invoices/receipts of correct structure and in official language – 24 hours;
 - 5.1.2 invoices/receipts of nonstandard structure and in foreign language – 48 hours.
- 5.2 Finbite shall process the documents that have been sent twice on the basis of the same principles as all the other documents and the service shall be subject to payment in accordance with the established price list.
- 5.3 The Customer is obliged to inform Finbite of any changes in documents, amendments to the invoice data and of their wishes in respect of entry of data at least 30 calendar days in advance. If the respective information does not reach Finbite on time, Finbite shall perform the work following the terms and conditions agreed earlier.
- 5.4 Finbite undertakes to enter all complying purchase invoices arrived by e-mail in the Customer's purchase invoice register to the account of the company related to the e-mail. Finbite shall not verify compliance between the invoice recipient's name and the name on the PDF invoice. Finbite shall enter an invoice under the company to whose e-mail the invoice was sent.
- 5.5 Finbite shall not enter invoices and materials accompanying the invoice whose content is not in compliance with the terms and conditions agreed in the Contract. The documents shall be returned to the Customer or destroyed.
- 5.6 Finbite undertakes to process only invoices and receipts. Finbite shall not preserve or return other



documents (incl. balance statements, advertising, extracts, delivery notices, etc.) sent by e-mail for entry. Finbite shall delete e-mails that have been sent for entry, but that do not contain an invoice or receipt, as soon as possible.

5.7 Finbite shall enter data of a purchase invoice/receipt in the Customer's purchase invoice/receipt register in the Application in accordance with the terms and conditions agreed in the Contract if digitization of purchase invoices is activated on customers behalf and shall not be liable for the Customer's further activities.

5.8 Terms of purchase invoices digitization:

Time limit before input and output:	according to Terms of Usage
Input by the Customer:	anytime
Document types to be digitized:	invoices (for invoices sent in PDF format, all other documents attached to the same e-mail will also be added)
Document types that cannot be digitized:	invoices in any other format than PDF and all documents sent together with the invoice
Method of input	as agreed with the customer
Electronic input material formats:	PDF
Digital channel of electronic input materials:	One e-mail can include the PDF of 1 invoice.

5.9 If the Customer forwards one email with several invoices to one entry at a time, Finbite will enter the first invoice containing Customer's data. Finbite will not return the other invoices and documents that were not entered to the Customer via email.

5.10 In the course of entry of an invoice/receipt, Finbite shall not verify its compliance with the Value-Added Tax Act. The person liable for the compliance of a document with legal acts shall be the Customer.

5.11 From a purchase invoice, Finbite shall enter the following data in the Application if the purchase invoice contains such data:

- 5.11.1 invoice data – invoice number, date, payment deadline, reference number, invoice type (debit, credit), invoice currency;
- 5.11.2 data of the issuer of the invoice – name of the issuer of the invoice, registry code of the issuer, bank account number(s) of the issuer, name of the beneficiary (if different from the issuer of the invoice);
- 5.11.3 invoice amounts – invoice amount, VAT amount, amount subject to VAT in terms of tax rates with the tax rates;
- 5.11.4 information on the invoice rows – description of the invoice row, net amount of the row, VAT rate of the row.

5.12 In the case of receipts, Finbite shall enter the following data in the Application if the receipt contains such data:

- 5.12.1 receipt data – receipt number, date;
- 5.12.2 data of the issuer of the receipt – name of the issuer of the receipt, registry code of the issuer;
- 5.12.3 receipt amounts – receipt amount, VAT amount, amount subject to VAT in terms of tax rates with the tax rates;
- 5.12.4 information on the receipt rows – Finbite enters one summary row per receipt that sets out the description of the row, the gross amount of the row, the VAT rate of the row, the VAT amount of the row, the net amount of the row.

5.13 If the data set out in the document are incorrect and it is not possible to enter a document due to the illegibility or faultiness of the input material, Finbite shall have the right to refuse to enter the document and the Customer shall be notified thereof within 2 (two) working days of the arrival of the document at the e-mail address agreed with the Customer.

5.14 If the numerical data set out in the document are incorrect (the VAT calculation produces an amount different from the amount set out on the invoice), the net amount of the document row and, if necessary, the VAT amount of the document shall be adjusted in the course of entering the data (the amount of the document, i.e. the amount subject to payment shall be entered from the document in its unamended form).

5.15 By agreement with the Customer, additional information may be entered from purchase invoices. Additional information shall include, for example, the contract number, purchase order number, procurement number, record number, EAN code of the invoice row, quantity of the invoice row, unit price of the invoice row. Special agreements must be set out in writing in Contract.

5.16 Finbite shall, as a rule, preserve files sent for processing for 3 (three) calendar months unless otherwise provided for in the Contract. After the expiry of this term, e-mails and files shall be deleted from the e-mail server of Finbite.

5.17 The period of filing complaints in respect of each specific document shall be 45 days.



- 5.18 Finbite shall guarantee the document entry quality 99.0%. The data field values of an entered document must be in compliance with the data field values in the document picture appended as a PDF document attachment. The permitted incidence of errors per calendar month shall be no more than 10 errors per 1,000 invoices a month.
- 5.19 Finbite shall process documents referred for entry on working days (Mo-Fri) from 09:00 to 17:00, except on public holidays.
- 5.20 All invoices that have arrived shall be entered and the 'duplicate invoice' note shall be added to duplicate invoices. Finbite shall process invoices that have been sent twice on the basis of the same principles as all the other documents and the service shall be subject to payment in accordance with the established price list.
- 5.21 Other document types (continuation sheets, reports, extracts, records, delivery notes, etc.) accompanying purchase invoices shall not be subject to entry. Documents accompanying an invoice shall be added to a PDF invoice entered in the Application if respective files had been attached to the e-mail.
- 5.22 Sales invoices received shall be processed immediately if the file is in the correct Estonian e-invoice format (or other agreed format between the Customer and Finbite) and in compliance with all the requirements set out in law.

6. TRANSMISSION OF DOCUMENTS

- 6.1 Purchase invoices and expenditure reports received via the Application of Finbite shall be transmitted to the Customer's business software, using the encrypted web service to this end.
- 6.2 The Customer can import documents into their business software after the end of the Confirmation Round of the document or immediately after the document has arrived according to the settings of the business software. Contract does not regulate the technical agreements concerning the connection between the Customer's business software and Finbite.
- 6.3 Sales invoices shall be transmitted as follows:
 - 6.3.1 If an imported e-invoice file contains a note on the sales invoice channel, Finbite shall transmit the sales invoice to all the channels in the XML file.
 - 6.3.2 If an imported file contains no note on the sales invoice channel, the invoice recipient's channel preference shall be searched for from the list of e-invoice orders of Finbite. If a respective preference is found, the transmission shall take place immediately.
 - 6.3.3 If no preference is identified, Finbite shall terminate the processing of the invoice and no automatic transmission of the invoice shall take place. To transmit an invoice, the Customer's representative must log in to the Application of Finbite and note information on the transmission channel onto the invoice manually.
 - 6.3.4 A list of e-invoice orders of Finbite shall be prepared in the name of the Customer as a part for providing the sales invoice transmission service. The Customer's representatives can manually create additional e-invoice orders in the Application according to the requests of the invoice recipients. Finbite shall also collect e-invoice orders in the name of the Customer from the Internet banks in respect of which the Customer has expressed their request for the transmission of invoices. All the invoice orders made in the name of the Customer shall be available at any moment in time in the Application of Finbite.
- 6.4 Finbite undertakes to prepare PDF files for sales invoices based on a standard template if the Customer does not transmit an XML file with a PDF invoice file for processing.
- 6.5 Finbite undertakes to transmit sales invoices that correspond to the Invoice requirements to the defined channels:
 - 6.5.1 e-invoices to Internet banks and to other e-invoice operators within 1 (one) working day;
 - 6.5.2 PDF invoices to the invoice recipient's e-mail within 1 (one) working day;
 - 6.5.3 paper invoices for printing and posting on the same working day if the Customer's sales invoice files have reached Finbite before 10:00 (printing and postal services are available in Estonia only).

7. CONFIRMATION ROUND

- 7.1 A confirmation to be given in the Confirmation Round of Finbite is an electronic confirmation given by the Confirmer in respect of the accuracy of the document and agreement/disagreement with its referral to payment.
- 7.2 Confirmer and Main Users can determine, inside the organisation, the cost allocation information (accounts and dimensions) necessary for recording an economic transaction in accounting. Such information shall be preserved in the Confirmation Round along with the invoice.
- 7.3 Finbite shall ensure the authenticity of the confirmation history of the Confirmation Round and an opportunity to reproduce it electronically. The Customer has been provided with an opportunity to download invoices to their computer system, using to this end either PDF, CSV or XML format.

8. OBLIGATIONS OF PARTIES

- 8.1 The Customer undertakes to transmit to Finbite XML files in correct format, which are in compliance with the Estonian e-invoice standard (or other agreed format between the Customer and Finbite) and legal acts concerning the preparation of invoices.
- 8.2 The person liable for the content and accuracy of the Customer's sales invoices shall be the person who prepared the invoice.
- 8.3 The Customer undertakes to notify Finbite 1 (one) month in advance of any planned amendments or work arrangements that may hinder, disturb or affect in any other manner the provision of the service in compliance with the requirements of the Contract.
- 8.4 Upon the termination of the Agreement, Finbite undertakes to inform the Customer thereof without delay and ensure the delivery of documents that are preserved electronically within 2 months.
- 8.5 Finbite undertakes to ensure the security of the Application, including secure access to the Application and protection of the data in the Application from third parties.
- 8.6 Finbite shall ensure that only respective persons have access to the Customer's data with an ID card or password determined by the Confirmer and the Main User themselves and the use of the password also serves as a basis for the identification of respective persons, except if the user themselves has passed on means of authentication and passwords to third parties.
- 8.7 Finbite shall ensure that the notification of an invoice pending for confirmation, which has been sent to the Confirmer, is only sent to the e-mail address determined by Main Users and the unique direct link that accompanies the notification makes it possible to confirm only the invoice sent to the particular Confirmer.
- 8.8 Finbite shall not be liable for:
 - 8.8.1 the Customer's indirect damage related to the use of the Service;
 - 8.8.2 the accuracy of the registers (account plan, dimensions, etc.) imported into the Application by the Customer;
 - 8.8.3 the correct recording of the Customer's economic transactions in their business software;
 - 8.8.4 development of the Customer's principles of confirmation of electronic principles and/or the Customer's other internal regulations.
- 8.9 Finbite shall be liable for causing direct proprietary damage related to the use of the Service up to the amount that corresponds to that paid to Finbite for the Service within the 6 months prior to causing the damage. If the Customer has used the Service less than 6 months, Finbite shall be liable up to the amount that corresponds to that paid to Finbite for the Service until causing the damage.
- 8.10 If Finbite terminates its activities or goes bankrupt, it undertakes to inform the Customer thereof without delay and ensure the delivery of documents that are preserved electronically within 3 (three) months.
- 8.11 The Customer may not abuse the Application, including use it for unlawful activities or in a manner that may cause damage to the Service provider or a third party.
- 8.12 Finbite undertakes to send data on the Customer's capability of receiving e-invoices to the central register of e-invoice recipients within the Commercial Register where the Customer's member of the management board must confirm the operator chosen (the obligation is valid only for companies registered in Estonia).
- 8.13 By providing the Service, Finbite does not take over the obligations of the Customer arising from the Money Laundering and Terrorism Financing Prevention Law. The Customer is responsible for fulfilling the respective obligations.

9. CONFIDENTIALITY

- 9.1 The Customer undertakes not to pass on to any third parties the passwords used for logging in to the Application. Users of the Application have the right to authorise their employees to use the Application, remaining themselves liable to the Service provider for the fulfilment of the confidentiality requirement.
- 9.2 Finbite undertakes to maintain confidentiality of all the Customer information that the Application contains. The Customer agrees that the Service provider has the right to issue to third parties information about the Customer concerning the fact that the Customer uses the Application of Finbite in order to provide the opportunity that third parties (other providers of e-invoice operator service, the Commercial Register) can also send invoices to the Customer. Communication of the aforementioned information shall not be subject to the confidentiality requirement.
- 9.3 Finbite shall proceed from the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council („GDPR”) and other applicable personal data protection regulations when processing personal data entered by the Customer's users.

10. PERSONAL DATA

- 10.1 Finbite shall ensure that it has applied the appropriate technical and organisational measures and will continue to apply them during provision of the service in such a manner that its processing of personal data under the Contract meets the requirements of applicable legal acts pertaining to the protection of personal data, including Regulation (EU) 2016/679 of European Parliament and of the Council ("GDPR"). Finbite shall ensure sufficient security for personal data in conformity with the personal data being processed and the risks related to the nature of their processing.
- 10.2 The Customer shall be considered the data controller and Finbite shall be considered the data processor in regard to the personal data contained in the Customer data transmitted to Finbite within the framework of use of the Service. The Customer must ensure that the Customer, Finbite and third parties used for the processing of personal data have the right to process the personal data in the manner, form and scope necessary for the provision of the Service and pursuant to the process agreed by the Parties. The Customer shall guarantee to Finbite that all of the obligations of the data controller to the data subject arising from the GDPR are performed, inter alia that the data subject has been informed of circumstances related to the processing of personal data and of related rights, and that the Customer has all of the permissions and consents necessary for the processing of the data contained in the Customer's materials (including personal data) and for processing them on the basis of provision of service to Finbite.
- 10.3 Finbite shall process the personal data contained in the Customer data pursuant to the standard terms and conditions and the Customer's instructions under the following terms and conditions.

Purpose of the processing of the personal data:	To provide the services described in clause 1.5
Nature of the personal data:	In accordance with clauses 4.1 to 4.4, 4.7 and 6.5, the data have been transmitted electronically
Duration of storage of the personal data:	In accordance with that set out in clauses 5.6, 5.14, 8.4 and in Chapter 14
Type of the personal data:	To provide the services described in clause 1.5, Finbite knows the name, personal identification code, e-mail and official title of the Customer's employees and e-invoice preferences of the Customer's private customers (including name, personal identification code, address, e-mail, bank account, reference number)
Categories of the personal data	Customer's customers who are private persons, Customer's employees

The Customer hereby represents and warrants that the Customer is solely responsible for determining the purposes and means of the processing of personal data by Finbite. The Customer undertakes, if necessary, to provide Finbite with additional instructions regarding the requirements applicable to the processing of the data (scope and duration of the processing and composition of the data being processed) in writing (including signed with a digital signature). The Customer shall be liable to Finbite for any consequences arising from the lack of instructions or deficiencies therein.

- 10.4 The Parties shall engage in cooperation for the elimination of any adverse consequences that may arise for the data subject. The expenses on performing said obligation in relations between the Customer and Finbite shall be borne by the Party who has the corresponding obligation on the basis of a contract or who is liable to the data subject pursuant to legal acts governing the processing of personal data.
- 10.5 To provide the Service, Finbite shall process the data subject's data in the minimum necessary scope. The Customer is obliged not to forward to Finbite any of the data subject's personal data that are not necessary for the performance of the Contract. Finbite shall not independently verify the composition or correctness of the personal data transmitted by the Customer or processed by Finbite in order to provide the service, unless the Customer deems this necessary and a relevant verification obligation has been agreed in the contract. Unless otherwise agreed in the contract, the Customer shall transmit to Finbite solely the following personal data of data subjects: name, personal identification code, contact details and position of the data subject as well as the content of the notice sent from the data subject to the Customer or vice versa. Finbite shall perform its obligations to the Customer and data subject by using measures that are required and adequate for the processing of such personal data. The Customer undertakes to notify Finbite in advance of transmitting personal data not specified in the standard terms and conditions for the purpose of providing the service, and Finbite has the right to refuse to process such personal data. The Customer shall not transmit to Finbite special categories of personal data and the Customer shall be liable to

Finbite for consequences caused by breach of this obligation.

- 10.6 The Customer is required to ensure, at all times, that the instructions for processing of personal data are appropriate and correct, including, where necessary, to make proposals to Finbite for changing the instructions. In the event of such proposed changes, the Parties shall immediately commence negotiations on ways of changing the instructions and implementing them. If compliance with instructions requires Finbite to reorganise its activities or to bear additional expenses, Finbite may request that the Customer compensate it for reasonable expenses related to the reorganisation or fulfilment of additional requirements or a reasonable change in the fee charged for the Service. If the Customer refuses to compensate the relevant expenses or change the fees, Finbite may unilaterally terminate the Contract and processing of the corresponding personal data.
- 10.7 Finbite shall assist the Customer in performing legal obligations arising from legal acts pertaining to the protection of personal data, including the obligation of the Customer to respond to formal requests or to provide assistance to allow data subjects to exercise their rights. Finbite may establish a reasonable fee for the provision of the corresponding services to the Customer or change the service charges agreed in the Contract to a reasonable extent. Non-acceptance of the fee or change in the fee rate entitles Finbite to terminate the Contract and discontinue the corresponding processing of personal data.
- 10.8 Finbite is obliged to make available to the Customer all information and to provide every possible assistance necessary for proving the performance of the obligations provided for in this clause (10).
- 10.9 The Customer shall bear, without restriction, liability for the damage and expenditure caused to Finbite by breach of the obligations provided for in this clause 10. The Parties' liability to the data subject for breach of requirements of legal acts governing the protection of personal data is unlimited within the extent covered by the relevant legal norm for the purpose of protection. In mutual relationships Finbite and Customer agree that the liability for expenses and damage related to satisfying claims for redress and damages filed by the data subject or compliance with supervisory authorities' precepts or sanctions shall be borne by the Party who was responsible to the data subject for performing the breached obligation to the data subject. The amount of liability of Finbite is limited to that provided for in clause 8.9 of the Terms of Usage, except in the case of intentional breach or breach due to gross negligence.
- 10.10 After the end of the Contract, Finbite shall erase or return to the Customer all the personal data obtained in the course of the provision of the service, unless applicable law mandates a duty to retain the personal data. This obligation shall apply solely in regard to processing such personal data where the only legal basis for the processing of the personal data by Finbite was the ended contract. End of the Contract shall not have any impact on the processing of the personal data that Finbite processes on other legitimate grounds, including as a data controller or data processor on the basis of a legitimate contract entered into with another data controller.
- 10.11 Finbite may use, for the provision of the Service, partner businesses (including subcontractors) seated in the European Union and third countries, ensuring that the partner businesses and subcontractors comply with the obligations arising from the standard terms and conditions and the GDPR and assuming liability for the non-performance of obligations by subcontractors. In the case of partner companies located in third countries, Finbite makes all reasonable efforts to ensure the lawful processing of personal data in accordance with the applicable data protection regulations.
- 10.12 Transmission of data to third parties shall not limit the validity of the data protection and confidentiality obligations or liability of Finbite to the Customer or data subject. At the request of the Customer, Finbite shall provide the Customer with a list of persons participating in the processing of personal data.
- 10.13 If, in the course of processing of personal data in the name of the Customer, a personal data breach has taken place, Finbite shall, taking into consideration the nature of the processing and the available information, perform any possible acts to assist the Customer in performing their obligations, in order to act in accordance with applicable data protection regulations. In addition, Finbite shall notify the Customer of any data breach without delay, but no later than within 24 hours of learning of the breach. The notice should include at least the following information:
 - 10.13.1 a description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - 10.13.2 the name and contact details of contact person of Finbite from whom more information can be obtained;
 - 10.13.3 a description of the likely consequences of the personal data breach;
 - 10.13.4 a description of the measures taken or proposed to be taken by Finbite to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 10.14 The Customer undertakes to comply with the obligation of notification of the data subject, provided for in Articles 13 and 14 of the GDPR.



10.15 The conditions of this clause (10.) shall apply if according to Law there is an obligation to sign a separate Data Processing Agreement between the Parties, but the relevant Agreement has not been signed. If a separate Data Processing Agreement has been signed with the Customer, then only those conditions of this clause (10.) shall apply that are not regulated by the Data Processing Agreement.

11. PARTNERS

- 11.1 In order to process data, transmit invoices, offer the confirmation round solution and develop the system, Finbite has the right to involve various partners and, at its discretion, enter into cooperation agreements with partners in cooperation with whom the provision of the service would be more efficient for the Customer.
- 11.2 According to the sales invoice transmission channels indicated by the Customer, Finbite shall transmit sales invoices to Internet banks. The Customer can themselves choose the requested banks whose list is available in the Application. Banks shall provide Finbite with information about the Customer's customers who have placed e-invoice orders in the bank environment.
- 11.3 Finbite shall use partners for transmitting sales invoices by email and for processing incoming purchase invoices.
- 11.4 Finbite shall receive and transmit e-invoices between e-invoice operators operating in Estonia and through PEPPOL network.
- 11.5 Finbite shall communicate and receive information concerning e-invoice recipients from the Commercial Register of Estonia.

12. TECHNICAL SUPPORT AND AVAILABILITY

- 12.1 Finbite undertakes to provide Users with access to the Application during working time (from Monday to Friday from 8:00 to 18:00, except on public holidays). Finbite shall guarantee that the failure to access the Application does not exceed 4 consecutive hours during working time.
- 12.2 Finbite shall ensure the provision of support by e-mail and telephone according to working hours mentioned on www.finbite.eu website. The e-mail addresses and telephone numbers of technical support are available on the www.finbite.eu website.

13. ORDERING ADDITIONAL DEVELOPMENTS

- 13.1 Finbite shall continue constant development of the Application and adding new functionalities thereto. The Customer can use the functionalities that will be added at the initiative of Finbite for the same monthly service fee.
- 13.2 To order new developments, the Customer must send an e-mail to the support e-mail address mentioned on www.finbite.eu website with a description of the requested functionality.
- 13.3 Upon the receipt of a development order, Finbite sends, as soon as possible, its assessments concerning the feasibility of the development necessary for adding a respective functionality as well as the time to be spent on the development and cost thereof.
- 13.4 After the Customer has given their consent for financing the work, the additional development shall be accepted for execution. Finbite shall send the Customer the information about when the development work ends and when it is transferred for the commencement of use.
- 13.5 Finbite has the right to make it possible for all users of the Application to use the developments ordered by the Customer.

14. DOCUMENT ARCHIVING

- 14.1 Finbite shall ensure the electronic preservation and authenticity of purchase invoices, expenditure reports and information related to confirmation (confirmers, time of confirmation, confirmer's comments as well as the cost allocation analytics and dimensions set out on an invoice) for the Contract period in accordance with the legislation of the country where the Customer is located, only if an invoice storage (archiving) fee is applied to the Customer. If the invoice storage (archiving) fee is not applied to the Customer, Finbite shall ensure electronic storage of documents within 1 year from the date of entry. After 1 year, the documents will be deleted by Finbite.
- 14.2 Finbite undertakes to ensure the preservation of sales invoices that are in the Application during the term of the contract for 12 months of the preparation/receipt of the document.
- 14.3 Finbite has no obligation to preserve the documents after the end of the contract and in the case that the Customer has themselves destroyed/deleted the documents or marked a shorter period of preservation for the documents in the Application.
- 14.4 Before the end of the Contract, the Customer can export documents from the Application using the functionalities available in the Application. Finbite, for its part, may offer the export of data as a separate paid service to the Customer, but Finbite is not obliged to do so.



15. COPYRIGHT

- 15.1 The Customer has the right to use the Application and additional developments for the intended purpose only to the extent and in the manner agreed in the Contract without paying an additional fee.
- 15.1.1 For the period of validity of the Terms of Usage and the Agreement, Finbite grants the Customer a personal, non-sublicensed non-exclusive license to use the Application and additional developments (incl. Developments made at the Customer's request). The license fee is included in the cost of the Agreement.
 - 15.1.2 All personal and property rights in the Application and additional developments belong to and remain with Finbite. With the license, the Customer only receives permission to use the Application and additional developments in the usual way. Proprietary copyrights arising from all changes and additions made to the Application and additional developments belong to Finbite.
 - 15.1.3 The Customer confirms that he / she is aware that Finbite is engaged in the development of the Application, therefore the Application development ideas received in the performance of the obligations arising from the Agreement are free and do not belong to confidential information.
 - 15.1.4 The Customer is not allowed to:
 - 15.1.4.1 Distribute the Application and its additional developments in any way (incl. By giving, selling, renting, lending, etc.) or directing them to the public (incl. By transmitting or making available to third parties);
 - 15.1.4.2 reproduce, translate, adapt or otherwise rework the Application and its further developments or reproduce the results obtained;
 - 15.1.4.3 reverse engineer, decompile, disassemble or otherwise attempt to recover the Application and its enhancements;
 - 15.1.4.4 modify or break the license key of the Application and its additional developments and other encryption-protected algorithms included in the Application and its additional developments;
 - 15.1.4.5 sub-license the Application and its additional developments or transfer the right to use the Application and its additional developments arising from the Contract to a third party (ies).
- 15.2 Finbite recommends using the Application with general-purpose Internet browsers using the latest version (Google Chrome, Mozilla Firefox, Safari)
- 15.3 Finbite prohibits the use of special purpose programs to access the Application and to use the Application. For the purposes of this Agreement, a special purpose program is a program that is not intended for general-purpose Internet browsing or whose operation is not directly controlled by a person. Special purpose programs include scripts, robots, and automated tools or programs that are not intended for Internet browsing.
- 15.4 The restrictions set forth in clauses 15.2 and 15.3 do not apply to business software and document management systems that use the web services created by Finbite to access the Application in accordance with the specification provided by Finbite.

16. CONTACT PERSONS AND NOTIFICATIONS

- 16.1 A notice sent by Finbite to the Customer by e-mail shall be deemed received by the Customer and Finbite's information obligation has been fulfilled if one day has passed since the notification was sent to the Customer. The same principle applies to the transmission of notices by the Customer to Finbite.
- 16.2 The Customer is obliged to immediately inform Finbite in writing by e-mail of circumstances that affect or may affect the performance of the agreement entered into between Finbite and the Customer, as well as other circumstances that have changed compared to the data. In particular, the Customer is obliged to inform Finbite of the change or expiration of the right of representation of the contact persons / representatives notified to Finbite, as well as of the change of the name or contact details of the Customer or his representative. The Customer who is a legal person shall also inform Finbite of its transformation, merger, division, commencement of bankruptcy or liquidation proceedings. Finbite has the right to demand that the Customer submit documents certifying the change.
- 16.3 If the Customer does not notify Finbite about the changes in data specified in clause 16.2., Finbite assumes the accuracy of the data notified to it by the Customer.



17. PAYMENTS, TERMS OF PAYMENT, INTEREST, LIABILITY

- 17.1 Payment for the service shall be made in accordance with the valid price list if its not agreed differently in the Agreement. The total cost is made up of the monthly fee of the selected package, the number of users and unit prices according to the number of services used.
- 17.2 Finbite has the right to unilaterally change the Terms of Usage and the price list by notifying the Customer thereof at least 30 days before the change enters into force. Finbite shall notify the Customer thereof via the e-mail address agreed in the Agreement or the email address submitted during account registration.
- 17.3 The Customer shall pay a fee to Finbite for the services provided to the Customer in accordance with the price list or the Agreement. The Customer shall pay Finbite for the service within 10 calendar days since the invoice date. Finbite has the right to submit invoices for the services provided to the Customer more than once a month. Invoice is sent to the main user's e-mail address, if not agreed otherwise.
- 17.4 If the Customer does not agree with the volume and amounts of services provided by Finbite reflected in the invoice submitted by Finbite, the Customer has the right to dispute the invoice within 7 calendar days from the submission of the invoice by Finbite. If the Customer has not disputed the invoice within the specified time, the invoice shall be deemed accepted by the Customer and the Customer shall be obliged to pay the invoice by the date indicated on the invoice.
- 17.5 In case of improper execution of the Agreement, Finbite has the right to unilaterally refuse from credit sales without any prior notice at any time.
- 17.6 Finbite has the right to demand a guarantee (deposit, surety, guarantee, etc.) or advance payment from the Customer before providing the service and / or during the term of the contract in cases where the Customer's solvency is insufficient or the Customer has breached the contract. Finbite may deduct all payments, including interest on arrears, etc., from the security deposit paid by the Customer if the Customer fails to perform the obligations arising from the Agreement.
- 17.7 Upon delay in fulfilling the obligation to pay the invoice, the Customer shall pay to Finbite a late payment interest of 0.2% per day. Finbite shall charge interest on the amount not paid on time from the day following the due date until the date of payment of the debt.
- 17.8 If the Customer has not paid the invoice submitted by Finbite by the due date indicated on the invoice, Finbite has the right to terminate the provision of the service on credit and the Customer is obliged to pay for the service in advance. Upon payment of invoices, the Customer's previous invoices that have not been paid by the due date shall be deemed to be paid in the first place.
Finbite has the right to suspend the transfer of amounts received by Finbite on behalf of the Customer under any service agreement if the Customer has not fulfilled the financial obligations arising from agreements between the parties and set off the amounts received on behalf of the Customer with the amounts due to the Customer.
- 17.9 Finbite has the right to set off the amounts paid to it by the Customer with the amounts paid by Finbite to the Customer.
- 17.10 Finbite has the right to assign claims arising from invoices not paid on time by the Customer to third parties for the collection of debt. All costs related to debt collection shall be borne by the Customer.
- 17.11 The parties are only liable for direct property damage caused to the other party by improper performance or non-performance of their obligation. The above limitation does not apply if the damage was caused intentionally or due to gross negligence, as well as if the service contract or other agreement of the parties provides otherwise.
- 17.12 If the Customer uses a representative in the execution of his or her rights or obligations, or if a third party performed the Customer's obligation with his or her consent, the Customer shall be liable for the activities of that person and the damage caused by him or her.
- 17.13 The Customer and Finbite shall not be liable for breach of the obligation if they prove that they were prevented from performing the obligation properly due to circumstances considered to be force majeure. Force majeure includes, but is not limited to, adverse weather conditions, power outages, failure of communication lines, establishment or amendment of legislation or other obstacles to the performance of the obligation which the defaulting party could not influence or reasonably be expected to avoid.
- 17.14 Each party shall immediately notify the other party of the circumstances of force majeure referred to in clause 17.14, indicating their expected duration.

18. CHANGES OF THE TERMS OF USAGE

- 18.1 Finbite has the right to unilaterally amend and supplement the Terms of Usage and the price list.
- 18.2 Finbite shall notify the Customer of any changes in the price list and Terms of Usage mentioned in the clause 18.1 via Finbite's website or email.
- 18.3 Finbite shall notify the Customer of such changes mentioned in the clause 18.2 at least 30 days in advance, unless a longer notice period is prescribed by the terms of usage or legislation.



- 18.4 If the Customer does not agree with the changes, he has the right to cancel the Agreement in its entirety or one or all service agreements before the changes enter into force, notifying Finbite in writing or in another agreed manner and fulfilling all obligations arising from service agreements. If the Customer does not notify before the changes come into force that he wishes to cancel the agreement in its entirety or one or more service agreements, he shall be deemed to have agreed to the changes.
- 18.5 In exceptional and justified cases, Finbite may also amend the price list in a shorter period than mentioned in clause 18.3. with or without any prior notice. In this case, the Customer has the right to cancel the contract immediately in the manner stated in clause 18.4.
- 18.6 The terms, which may be amended only by agreement of the parties, shall enter into force upon signature by the person authorized by both parties or at another time determined by the parties. The agreement on the amendments must be done in writing and in the event of non-compliance, the amendment is void.

19. VALIDITY, TERMINATION AND CANCELLATION OF THE CONTRACT

- 19.1 The Agreement shall enter into force upon the Customer accepting the terms of usage electronically when registering the account in the Application or if there is a Agreement, then upon signature by the representatives of both parties, whereas the date of entry into force of the Agreement shall be the date on which the representative of the last signatory signs the Agreement. When signing the contract, each party shall also indicate the date of signing the contract, except in the case of digitally signed contracts.
- 19.2 The Contract has been entered into for an indefinite period. The separate service contract may stipulate that it is valid for a limited period, in which case the terms of usage of the contract shall apply after the termination of the service contract.
- 19.3 Finbite has the right to cancel the contract in whole or in part - only the service contract - without prior notice, if the Customer has materially breached the contract or in other clauses 19.4. in these cases.
- 19.4 As a material breach of the Agreement and in other cases in which Finbite has the right to terminate the Agreement in accordance with clause 19.3. the parties understand the following cases:
- 19.4.1 the Customer has repeatedly (at least three times) failed to meet its financial obligations to Finbite on time, including if the Customer is in arrears of interest on at least three invoices;
 - 19.4.2 the Customer repeatedly or intentionally violates the agreement entered into with Finbite in any other way;
 - 19.4.3 the Customer has not notified Finbite of circumstances that are significant for the performance of the obligation arising from the contract;
 - 19.4.4 the Customer or a legal person related to the Customer has caused significant damage to Finbite or a legal person belonging to the same group as Finbite or a real threat of such damage;
 - 19.4.5 the Customer has not used the services of Finbite during the year preceding the termination of the terms of usage of the agreement;
 - 19.4.6 Liquidation or bankruptcy proceedings have been initiated against the Customer.
- 19.5 Each party has the right to cancel the contract in whole or in part - only the service contract by notifying the other party in writing 3 (three) months in advance. Either party has the right to cancel the contract in whole or in part - only without prior notice if the circumstances considered to be force majeure prevent the performance of the contract or service contract and such circumstances have lasted for one month or more. Notice of cancellation of the contract shall be made in writing.
- 19.6 Termination of the contract or service agreement by either party does not release the other party from its obligations that arose before the termination of the contract or service agreement.
- 19.7 Upon concluding the general terms and conditions of the contract, as well as the service contract, all oral and written agreements previously concluded between the parties, which are regulated by the terms of usage of the contract or the service contract, shall cease to be valid.



20. RESOLUTION OF COMPLAINTS AND CLAIMS

- 20.1 The Customer shall provide the technical support of the Finbite with the most accurate and clear description of the problem and proposals for solving the problem. The Invoice Center shall respond to the Customer no later than within 10 (ten) working days as of the Customer's contact.
- 20.2 Disputes between Finbite and the Customer shall be resolved through negotiations. If the parties fail to reach an agreement, each party has the right to submit a written claim to the other party, indicating the facts on which the dispute is based and referring to the act or document on which it is based.
- 20.3 The party receiving the claim must respond to the claim in writing within two weeks.
- 20.4 If the dispute cannot be resolved through negotiations, either party has the right to file a claim for settlement of the dispute with the court of the location of Finbite.