**Contract for the use of the e-waybill register (EVR)**

**Service User**

|  |
| --- |
| Registry code of the institution: Name of the institution: Address:Contact phone:E-mail for general notifications:E-mail for invoicing:**Main user of the institution (administrator)**Name:Personal identification code:E-mail:Contact phone:  |

**AND Service Provider**

|  |
| --- |
| **Estonian Forest and Wood Industries Association**, registry code 80014950, address Toompuiestee 24, 10149, Tallinn, represented by CEO Henrik Välja on the basis of a power of attorney (hereinafter referred to as the Service Provider),  |

**hereinafter referred to as a Party or jointly as the Parties, have entered into this contract (hereinafter referred to as the Contract):**

# PURPOSE OF THE CONTRACT

## This Contract specifies the conditions and procedure for the use of the e-waybill register (hereinafter referred to as the EVR) that is managed by the Service Provider.

## If the terms and conditions of the Contract are not understandable to the Service User or the Service User does not agree with the terms and conditions of the Contract, then the use of EVR is not allowed. By entering into the Contract, the Service User agrees to all the terms and conditions specified in the Contract and its annexes and undertakes to comply with them.

# USE OF THE SYSTEM AND SERVICES

## The Service Provider grants the Service User the right to use EVR within the limits of the functionality under this Contract.

## This Contract only grants the Service User the right to use EVR to the extent provided in the Contract, the Service User does not acquire any copyright or other intellectual property rights. Users of the Service are prohibited from copying, modifying, translating, disassembling, reverse engineering, reverse transmitting or otherwise extracting the code of EVR, as well as using the EVR for any other purposes or ways than those specified in clause 2.1, except if the right to the above arises from the applicable law and the Service User fulfils all the conditions provided in the respective law.

## The Service User does not have the right to abuse EVR by using the EVR, this includes:

### granting access to the EVR to unauthorised persons;

### using the EVR for illegal purposes or for purposes other than those for which the EVR was created;

### using the EVR in a manner that interferes with or damages the EVR, including the software on which the EVR is based or the servers that manage the EVR;

### using the EVR in a way that corrupts or destroys the data and other information contained in the EVR;

### transmitting viruses to the EVR that damage or may damage the EVR;

### intentionally increasing the load of the EVR without a reasonable justification or necessity;

### using the EVR in any other way that may cause damage to the Service Provider or other users of the Service who use the EVR.

## The Service User is not entitled to transfer the right to use EVR or other rights and obligations arising from this Contract to any third party, intermediate the EVR to a third party or to grant sub-licenses or otherwise allow third parties to access the EVR without the prior written consent of the Service Provider.

# ACCESS TO THE SYSTEM

## Upon entering into the Contract, the Service User’s representative shall appoint the Main User of the EVR and, if necessary, make a proposal to the Service Provider to add a User to the EVR.

## The tasks of the Main User of the EVR are to generate API keys and reports for the company that they represent.

## If a User of the EVR or the Main User of the EVR misuses the EVR or their activities otherwise endanger the security, stability, reliability or preservation and protection of the data and other information contained in the EVR or their activities are otherwise in conflict with the terms of this Contract, then the Service Provider shall have the right and having received a written or e-mailed claim from the Service User, then also an obligation to temporarily block access to the EVR for the respective User of the EVR and the respective Main User of the EVT until the violation is remedied and the risk of further violation ceases.

# ENSURING SYSTEM SECURITY

## The Parties shall make every effort to ensure the security, stability, reliability of the EVR and the retention and protection of the data and other information contained in the EVR. Both Parties undertake to immediately notify the other Party of any circumstances that may damage the security, stability, reliability, data retention or protection of the EVR or of other important circumstances related to the performance of the Contract.

## The Service Provider shall ensure that:

### unauthorised third parties do not have access to the data concerning the Service User in the EVR; authorised third parties may only be the parties authorised by the Service User by the distribution of the interface certificate or state supervisory bodies;

### a User of the EVR and the Main User of the EVR do not have access to the data of other service users using the EVR.

## The Service Provider shall also ensure that any release of data and information from the EVR that concerns the Service User takes place under the conditions and in accordance with the procedure provided for in the Contract, unless such obligation to publish information arises from legislation.

# AVAILABILITY OF THE EVR, CORRECTION OF ERRORS

## The Service Provider shall ensure that the EVR is available 24 hours a day, 7 days a week, except in the cases specified in clause 5.2 and during the maintenance and development times that have been given notice of in advance under the conditions and the procedure specified in clause 5.3.

## Despite the general purpose set forth in clause 5.1, the Service User agrees that no software can work without errors and therefore the Service Provider does not guarantee that the operation of the EVR is absolutely smooth, including in cases where the failure was caused by the Service User’s hardware or its failure, issue with the internet connection (except for internet connection between the Server and the Server Room), Internet congestion, disturbance or malfunction or other circumstances beyond the control of the Service Provider. Such non-functioning of the EVR shall not be considered to be a lack of availability of the EVR or a breach of the Contract within the meaning of the Contract.

## The Service Provider shall give notice to the Main User of the EVR of planned maintenance or development works that may cause problems with the availability of the EVR, and the exact start time and expected duration of these works to the e-mail address of the Main User of the EVR at least on the working day before the commencement of the respective maintenance or development works. The Service Provider shall add notices regarding all such changes that amend the procedure for using the EVR to the website of the EVR ([www.veoseleht.ee](http://www.veoseleht.ee)), even if these amendments do not cause an interruption in the operation of the system. The maximum permitted duration of scheduled maintenance or development work is up to eight hours in one calendar month.

## The Service User shall give notice to the Service Provider of any errors or defects in the availability of the EVR using the contacts specified on the website [www.veoseleht.ee](http://www.veoseleht.ee).

## The duration of interruptions may not exceed eight hours in one month. Scheduled maintenance is not included in the calculation of interruptions.

## In case of errors that prevent the proper functioning of the EVR or the functioning of the main process of the e-waybill that are not interruptions, the Service Provider undertakes to remedy the error no later than two working days after receiving an error notice and to do everything possible to remedy the error no later than five working days after receiving an error notice.

## Proposals, recommendations, etc. related to the development of the functionality of the EVR that are made by the Service User shall be reviewed by the Service Provider without delay.

# DATA AND INFORMATION ENTERED IN THE SYSTEM

## The Main User of the EVR and a User of the EVR shall enter data and other information into the EVR at their own risk, remaining solely liable for the correctness, legality, completeness, validity of such data and information, compliance with good practices and customs. The Privacy Conditions are specified in Annex 2 to this Contract.

## The Service Provider shall not be liable for the use of the EVR by the Main User of the EVR or a User of the EVR and for the correctness, legality, completeness, validity of such data and information, compliance with good practices and customs or other obligations related to the use of the EVR.

## The Service User shall have the right to request during the validity period of the Contract and the Service Provider is obligated to issue to the Service User the data and information stored in accordance with the terms and conditions of the Contract in a form that allows access to the data and information outside the EVR.

6.4 The Service Provider shall use the data entered in the EVR (except for personal data) for generalised and statistical purposes, such as calculating the number of waybills, the quantities transported during the period and the Service Provider may disclose this data.

# PAYMENT CONDITIONS

## The Service User shall pay to the Service Provider the monthly usage fee (hereinafter referred to as the Monthly Fee) provided in the price list specified in Annex 1 to this Contract (hereinafter referred to as the Price List) if it has received at least one waybill during the month. The Service User shall also additionally pay for extra services provided separately by the Service Provider that are payable in accordance with the Price List.

## The Service Provider shall submit an invoice to the Service User by the seventh day of each month following the month during which the Service was provided.

## Value-added tax will be added to all prices specified in the Contract.

## The invoice shall be submitted in a form that can be reproduced in writing and it shall be sent to the e-mail address of the institution designated by the Service User or be made available through the web environment of the Service Provider.

# LIABILITY OF THE PARTIES

## The Parties shall be liable for wrongful breach of the obligations provided for in the Contract to the extent and pursuant to the procedure provided under the Contract and by legislation.

## Non-performance or improper performance of the obligations arising from the Contract shall not be considered a breach of the Contract if this was due to a force majeure. The Parties consider circumstances specified in subsection 103 (2) of the Law of Obligations Act to be force majeure. The Party whose activities in the performance of its obligations under the Contract are hindered due to force majeure is obligated to give notice to the other Party without delay and in writing. In the event of force majeure, the terms for performance of the obligations shall be extended by the period when the said circumstances occur. In the event of force majeure ending, the Party is required to start performing the Contract. If due to force majeure the performance of the contractual obligations is hindered for more than two (2) calendar months in a row, the Parties may terminate the Contract.

# VALIDITY AND AMENDMENT OF THE CONTRACT

## The Contract shall enter into force upon its signing by an authorised person or the issuance of an equivalent confirmation by the authorised person in the respective environment.

## The Contract is entered into without a term.

## The Contract may be terminated at any time by written agreement of the Parties.

## Either Party may terminate the Contract at any time by giving the other Party at least three months’ notice.

## The Service User shall have the right to unilaterally cancel the Contract without giving prior notice by submitting a corresponding written notice of cancellation to the Service Provider if:

### the Service Provider has fundamentally breached an obligation of the Service Provider under the Contract and has not remedied the breach and its consequences within a reasonable additional period of time granted by the Service User in writing; or

### liquidation proceedings have been initiated against the Service Provider, bankruptcy of the Service Provider has been declared or the Service Provider itself gives notice to the users of the Service or a third party of its temporary or permanent solvency problems.

## The Service Provider shall have the right to unilaterally cancel the Contract without giving prior notice by submitting a corresponding written notice of cancellation to the Service User if:

### the Service User has been in delay with the payment of invoices under the Contract for three consequent times;

### the Service User has delayed the payment of any one payment under the Contract for more than 30 calendar days;

### the Service User is in violation of obligations provided for in clause 2.4; or

### the Service User has fundamentally breached an obligation of the Service User under the Contract and has not remedied the breach and its consequences within a reasonable additional period of time granted by the Service Provider in writing.

## Cancellation of the Contract on any basis does not terminate the Service User’s obligation to settle the outstanding payment obligations.

## Amendments to the Contract shall be made in writing and be valid only if they are signed by the authorised representatives of the Parties.

## If the Service Provider is required to unilaterally amend the terms and conditions of this Contract due to technological, legal or other good reasons, the Service Provider shall give the Service User at least three months’ advance notice of the need to amend the terms and conditions of the Contract. If the Service User does not accept the amendments to the terms and conditions of the Contract, the Service User shall have the right to cancel the Contract unilaterally by sending a written notice of cancellation within thirty (30) days from the receipt of the request to amend the Contract. In such a case, the Contract shall be terminated as of the date of the amendment to the terms and conditions of the Contract entering into force. If the Service User does not cancel the Contract in the manner provided for in this clause, the Service User shall be deemed to have agreed to the amendments and the Contract shall remain valid in its amended version.

# NOTICES

## A notice or other communication forwarded by the Service User under the Contract shall be deemed duly submitted if it is prepared in writing in Estonian and forwarded to the Service User’s e-mail address and if the receiving Party of the respective e-mail has confirmed receipt of the e-mail within a reasonable time.

# FINAL PROVISIONS

## The Parties agree that the Service Provider shall have the right to transfer the EVR and the related rights and contracts entered into with all users of the Service, including Contract, to a third party, remaining liable for the performance of the transferred obligations pursuant to the procedure and in the extent provided by law.

## The law of the Republic of Estonia shall apply to the Contract. Disputes arising during the performance of the Contract shall be settled by negotiations between the Parties. If no agreement is reached, the dispute will be resolved in the Harju County Court as a court of first instance.

**Annex 1 to the Contract**

**Price List**

|  |  |
| --- | --- |
| **Service** | **Price (excl. VAT)** |
| Monthly fee for the use of the EVR to the consignee of the waybill (applies only if the consignee of the waybill has at least one waybill that has been marked as having reached its destination within a month). | EUR 7 |
| Fee for the issuance of each e-waybill to the consignee *(financer of the EVR\*)* Fee for the issuance of each e-waybill to the consignee *(member of the* *Estonian Forest and Wood Industries Association who is not a financer of the EVR\*\*)*Fee for the issuance of each e-waybill to the consignee *(regular user not covered by the previous clauses)* | EUR 0.15EUR 0.35EUR 1 |
| Hourly price for additional paid work (incl. transmission of data in the EVR to the Service User) during working hours | EUR 50 |

*\** Financer of the EVR is a person who has entered into a corresponding contract with the Service Provider to cover the costs related to the development of the EVR.

\*\* Members of the Estonian Forest and Wood Industries Association are published on the website [www.empl.ee](http://www.empl.ee), right of a member for a discount price applies to the company during the membership period, i.e. from admission as a member until the termination of membership.

**Annex 2 to the Contract**

Privacy Conditions

* 1. Personal data is data that is collected for the provision of a service, to identify a person, to contact a person for the provision of a service or to resolve issues.
	2. The controller of the personal data is the Estonian Forest and Wood Industries Association, registry code 80014950, address Harju County, Tallinn Toompuiestee 24, 10149, e-mail address info@empl.ee, contact phone +372 656 7643.
	3. The controller does not process sensitive personal data as defined in the General Data Protection Regulation of the European Union (Regulation 2016/679).
	4. Personal data are personal data enabling the identification of persons and distinguishing them from other persons of the same name - first name, surname and personal identification code and contact information (telephone number, e-mail address and address of residence and location).
	5. The data controller processes personal data for the performance of the Contract or pursuant to law.
	6. The processing of personal data shall take place for the performance of the Contract from pre-contractual communication, for the establishment, development and maintenance of co-operation and settlement of payments and for the management of circumstances and events affecting the provision of the service, including transmission of information and resolution of situations.
	7. Statutory purposes of data processing are accounting (including retention of source documents), provision of information to the Data Protection Inspectorate and the data subject of a personal data breach and provision of a response to a request for information from a public authority or a state agency.
	8. If a person has joined the EVR and has consented to the processing of personal data by signing this Contract, the data controller shall have the right to process personal data in accordance with Article 6(1)(b) of the General Data Protection Regulation of the European Union (Regulation 2016/679). In the case of forest transport, the processing of personal data is also based on Regulation No. 84 of the Minister of the Environment of 21 December 2006 “Rules for the transport of forest material, requirements for instruments of delivery and acceptance of timber, the requirements for waybills and the notification form issued to the Tax and Customs Board regarding the purchase or sale of the cutting right or delivery of timber”.
	9. The data controller shall ensure the protection of personal data through organisational, physical and IT security measures. The controller confirms that all necessary measures have been taken to protect personal data and that the processing of personal data is limited to the minimum necessary to fulfil the purposes for which the personal data are processed.
	10. The data controller confirms that measures are in place to protect the data processing facilities and the IT systems from fire, overheating, water, power fluctuations and power outages.
	11. Outside access to data is provided to persons who provide services to the data controller, i.e. the IT administration and maintenance service provider, the website operator and the public authorities and government agencies (the data controller only transmits data if required to do so by law).
	12. The controller shall not transmit personal data outside the European Economic Area or to countries for which a decision on adequacy has not been taken pursuant to Article 25(6) of the Directive 95/46/EC or pursuant to Article 45(1) of the successive General Data Protection Regulation (Regulation (EU) 2016/679).
	13. The data controller shall ensure the retention of data and information entered in the EVR for at least 7 years or for a longer period of mandatory data retention provided by law. In order to ensure the fulfilment of the respective obligation, the data controller shall make backup copies of the data and information entered in the EVR at least once a day and keep a backup copy outside the server operating the EVR.
	14. The data controller shall grant access to personal data only to duly instructed employees who have the right to process personal data only to the extent necessary for the performance of their tasks and the purposes of the processing of personal data or to persons to whom the right extends by law.
	15. A person shall have the right to inspect the personal data held by the data controller and to receive additional information about the processing of their personal data.
	16. A person shall have the right to file complaints about the processing of their personal data at any time, including the right to request termination of personal data processing, the rights to deletion, rectification or restriction of the collected personal data, the right to object to the processing of personal data and the right to request transfer of personal data, if such a right arises from the General Data Protection Regulation (Regulation 2016/679), the Personal Data Protection Act or other relevant legislation.

# The data controller shall terminate the processing of personal data to the extent indicated in the request of the person as soon as possible, but not later than within 10 working days after receiving the request for termination, amendment or deletion of personal data from the person, unless the requirement to retain personal data arises from legislation. Withdrawal of consent shall not affect the lawfulness of the processing of personal data which took place before the withdrawal of consent. If the requirement to retain personal data arises from legislation, the controller shall retain the data until the end of the prescribed term and then delete the data on the basis of the request for termination of processing of personal data or deletion of personal data.

## If a person finds that the data controller has violated their rights during the processing of personal data or they wish to amend/delete their data, they have the right to submit a request to the data controller at info@empl.ee to terminate the violation or amend/delete the data. The person has the right to turn to the Data Protection Inspectorate to protect their rights.

## By using the EVR, the users of the Service have read and agreed to these principles and these terms and conditions.

## The data controller shall reserve the right to change the general terms and conditions of the Privacy Policy, if necessary. The data controller shall also inform all the related persons of any changes to the general terms and conditions of the Privacy Policy.