

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

Service user

Registry code of the organisation:

Name of the organisation:

Address:

Contact phone:

Email address for general notifications:

Email for sending invoices:

Main user (administrator) in the organisation

Name:

Personal identification code:

Email:

Contact phone:

AND service provider

The Estonian Forest and Wood Industries Association (Eesti Metsa- ja Puidutööstuse Liit), registry code 80014950, address Toompuiestee 24, 10149, Tallinn, represented under a power of attorney by CEO Henrik Välja (hereinafter referred to as 'the service provider'),

hereinafter referred to as 'the party' or together as 'the parties', entered into this contract (hereinafter referred to as 'the contract'):

1. PURPOSE OF THE CONTRACT

- 1.1 This contract sets out the conditions and procedure for using the e-waybill register (hereinafter referred to as 'the EVR') managed by the service provider.
- 1.2 If the conditions of the contract are not understandable to the service user or the service user does not agree with the conditions of the contract, the use of the EVR is prohibited. By entering into the contract, the service user agrees to all the conditions set out in the contract and its annexes and undertakes to comply with them.

2. SYSTEM USE AND SERVICES

- 2.1 With this contract, the service provider grants the service user the right to use the EVR within the limits of the functionality of this contract.
- 2.2 With this contract, the service user only acquires the right to use the EVR to the extent set out in the contract, but does not acquire any copyrights or other intellectual property rights. Among other things, the service users are prohibited to copy, modify, translate, disassemble, reverse engineer, reverse translate the EVR and the software underlying the EVR, or otherwise extract the EVR code, as well as to use the EVR for any other purposes and ways not specified in clause 2.1, unless the right to the above arises from applicable law and the service user complies with all the conditions set out in the relevant law.
- 2.3 By using the EVR, the service user does not have the right to abuse it, including:
 - (a) grant unauthorised persons access to the EVR;
 - (b) use the EVR for illegal purposes or for other purposes for which the EVR was not created;
 - (c) use the EVR in a way that interferes with or damages the EVR, including the underlying software of the ENVR or the servers managing the EVR;
 - (d) use the EVR in a manner that corrupts or destroys the data and other information contained in the EVR;
 - (e) transmit viruses that damage or may damage the EVR;
 - (f) intentionally increase the load on the EVR without reasonable justification or need;
 - (g) use the EVR in any other way that may result in damage to the service provider or other users of the EVR service.
- 2.4 The service user does not have the right to transfer the right to use the EVR or other rights and obligations arising from the contract to any third party, to mediate the EVR to a third party, or to grant sub-licences or otherwise allow third parties access to the EVR without the prior written consent of the service provider.

3. ACCESS TO THE SYSTEM

- 3.1 Upon entering into the contract, the representative of the service user will appoint the EVR main user and, if necessary, make a proposal to the service provider to add an EVR user.
- 3.2 The tasks of the EVR main user are to generate API keys and reports for the undertaking they represent.
- 3.3 If the EVR user or the EVR main user abuses the EVR or their actions are otherwise accompanied by a threat to the security, stability, reliability of the EVR or the preservation and protection of the data and other information contained in the EVR, or their actions are otherwise in conflict with the conditions of this contract, the service provider has the right, and, upon receiving a corresponding request from the service user in writing or by email, also the obligation to temporarily close for the respective EVR user and the EVR main user access to the EVR until the breach is eliminated and the risk of further breaches ceased.

4. ENSURING SECURITY OF THE SYSTEM

- 4.1 The parties must make every effort to ensure the security, stability, and reliability of

the EVR and the preservation and protection of the data and other information contained in the EVR. Each party undertakes to immediately notify the other party of any circumstances that may compromise the security, stability, reliability, data preservation or protection of the EVR or other significant circumstances related to the performance of the contract.

- 4.2 The service provider must ensure that:
- (a) Unauthorised third parties do not have access to the data concerning the service user in the EVR; authorised third parties may only be parties authorised by the service user through the sharing of an interface certificate or national inspection bodies.
 - (b) The EVR user and the EVR main user do not have access to the data of other service users using the EVR.
- 4.3 The service provider must also ensure that any release of data and information from the EVR concerning the service user is carried out under the conditions and pursuant to the procedure set out in the contract, unless such an obligation to release arises from legislation.

5. EVR AVAILABILITY. ERROR CORRECTION

- 5.1 The service provider ensures that the EVR is available 24 hours a day, 7 days a week, except in the cases specified in clause 5.2 and under the conditions and pursuant to the procedure set out in clause 5.3 during the maintenance and development works announced in advance.
- 5.2 Regardless of the general purpose set out in clause 5.1, the service user agrees and acknowledges that no software works without malfunctions and, as a result, the service provider does not guarantee that the EVR will operate without any errors, including in cases where the malfunction was caused by the hardware of the service user or its failure, a problem with the internet connection (except for the internet connection of the server and the server room), load, malfunctioning or non-functioning of the internet network, or other circumstances beyond the control of the service provider. Such non-operation of the EVR is not considered a deficiency in the availability of the EVR or a breach of the contract within the meaning of the contract.
- 5.3 The service provider notifies the EVR main user of scheduled maintenance or development works that may involve problems with the availability of the EVR, and of the exact start time and expected duration of these works to the email address at least on the preceding business day before the start of the respective maintenance or development works. The service provider also adds notifications regarding all such amendments that change the procedure for using EVR to the EVR website (www.veoseleht.ee), even if these amendments do not lead to an interruption in the operation of the system. The maximum cumulative duration of scheduled maintenance or development works in one calendar month is up to 8 (eight) hours.
- 5.4 The service user notifies the service provider of errors and malfunctions in the availability of the EVR through the contact details provided on the site www.veoseleht.ee.
- 5.5 The duration of the interruption(s) per month must not exceed 8 (eight) hours. Interruptions do not include scheduled maintenance works.
- 5.6 Upon the occurrence of errors that prevent the proper operation of the EVR or the performance of the functions of the main process of the e-waybill, but which are not interruptions, the service provider undertakes to start eliminating the error no later than within two business days after the day of receipt of the relevant error message and to do everything in their power to eliminate the error no later than within five business days of receiving the error message.
- 5.7 Any proposals, recommendations, etc made by the service user with regard to the development of the EVR functionality will be reviewed by the service provider as soon as possible.

6. DATA AND INFORMATION ENTERED INTO THE SYSTEM

- 6.1 The EVR main user and the EVR user enter data and other information into the EVR entirely at their own risk, remaining solely liable for the correctness, lawfulness, completeness, validity, and compliance with good practices and customs of such data and other information. The privacy policy has been set out in annex 2 to this contract.
- 6.2 The service provider will not be liable for the EVR's use by the EVR main user and the EVR user or for the correctness, lawfulness, completeness, validity, and compliance with good practices and customs of any data and other information entered by the EVR main user and the EVR user, or for the performance of any obligations regarding the use of the EVR.
- 6.3 The service user has the right to request during the validity period of the contract, and the service provider is obliged to issue to the service user the data and information stored in accordance with the conditions of the contract in a format that allows them to be reviewed outside the EVR for a fee specified in the price list (clause 7.1).
- 6.4 The service provider uses the data (except personal data) entered into the EVR in a generalised manner and for statistical purposes, such as the number of waybills, the quantities transported during the period, and may disclose this data.

7. TERMS OF PAYMENT

- 7.1 The service user pays to the service provider a monthly usage fee (hereinafter referred to as the 'monthly fee') set out in the price list specified in annex 1 to this contract (hereinafter referred to as the 'price list') if they have accepted at least one waybill during the month. In addition to the monthly fee, the service user will pay for the additional services ordered separately and provided by the service provider that are payable in accordance with the price list.
- 7.2 The service provider issues an invoice to the service user by the 7th day of each month following the month in which the service was provided.
- 7.3 VAT is added to all prices specified in the contract.
- 7.4 The invoice is submitted in a format reproducible in writing and sent to the official email address provided by the service user or made available via the web environment of the service provider.

8. LIABILITY OF THE PARTIES

- 8.1 The parties are liable for wrongful breach of the obligations set out in the contract to the extent and pursuant to the procedure set out in the contract and legislation.
- 8.2 Failure to fulfil or improper fulfilment of the obligations arising from the contract will not be considered a breach of the contract if it has been caused by force majeure. As force majeure, the parties consider the circumstances specified in subsection 2 of § 103 of the Law of Obligations Act. A party whose actions in the performance of its obligations under the agreement are hindered due to force majeure is required to notify the other party thereof immediately in writing. In the event of the occurrence of force majeure circumstances, the deadlines for the performance of obligations are extended by the period of occurrence of these circumstances. When the circumstances of force majeure cease to exist, the party must resume the performance of its contractual obligations. If, due to force majeure circumstances, the performance of the contractual obligations is prevented for more than 2 (two) calendar months in a row, the parties may terminate the contract.

9. VALIDITY AND AMENDMENT OF THE CONTRACT

- 9.1 The contract will enter into force upon its signature by the person entitled to it or upon the provision of equivalent confirmation in the respective environment by the person entitled thereto.
- 9.2 This contract has been entered into for an indefinite period.

- 9.3 The contract may be terminated at any time by written agreement of the parties.
- 9.4 Either party may cancel the contract at any time by notifying the other party thereof at least 3 (three) months in advance.
- 9.5 The service user has the right to extraordinarily unilaterally cancel the contract without advance notification by submitting a corresponding written declaration of cancellation to the service provider if:
- (a) the service provider is in material breach of the service provider's obligation arising from the contract and has not eliminated the breach and its consequences within a reasonable additional time limit given by the service user with a written notification; or
 - (b) the service provider is subject to liquidation proceedings, declared bankrupt, or the service provider themselves notify either the service users or a third party of temporary or permanent solvency problems suffered by the service provider.
- 9.6 The service provider has the right to extraordinarily unilaterally cancel the contract without advance notification by submitting a corresponding written declaration of cancellation to the service user if:
- (a) The service user has delayed the payment of invoices arising from the contract 3 (three) consecutive times beyond the payment due date;
 - (b) The service user has delayed the payment of any individual payment arising from the contract for more than 30 (thirty) calendar days;
 - (c) The service user violates the obligations specified in clause 2.4; or
 - (d) The service user has materially violated the service user's obligation arising from the contract and has not eliminated the violation and its consequences within a reasonable additional term given by the service provider with a written notice.
- 9.7 Cancellation of the contract on any basis will not terminate the service user's obligation to perform the outstanding payment obligations.
- 9.8 Amendments to the contract must be formalised in writing and are valid only if signed by the authorised representatives of the parties.
- 9.9 If, for technological, legal or other compelling reasons, the service provider needs to unilaterally amend the conditions of this contract, the service provider must notify the service user of the need to amend the conditions of the contract at least 3 (three) months in advance. If the service user does not accept the amendments to conditions of the contract, the service user has the right to extraordinarily unilaterally cancel the contract by sending a written notification of cancellation within 30 (thirty) days from the receipt of the wish to amend the contract. In such a case, the contract is terminated from the date of the amendment of the conditions of the contract. If the service user does not cancel the contract in the manner set out in this clause, they are deemed to have agreed to the amendments and the contract will continue to be valid and effective in the amended version.

10. NOTIFICATIONS

Notifications and other communications sent by the service user under the contract are deemed to have been properly sent if they have been prepared in writing in Estonian, sent to the service user's email address and if the recipient party has confirmed the receipt of the respective email within a reasonable time.

11. FINAL PROVISIONS

- 11.1 The parties agree that the service provider has the right to transfer the EVR and the rights related thereto and the contracts, including this contract, entered into with all service users to a third party, remaining liable for the performance of the transferred obligations pursuant to the procedure and to the extent set out by law.

11.2 The law of the Republic of Estonia applies to this contract. Any disputes arising from the performance of the contract will be resolved by negotiations between the parties. If no agreement is reached, the dispute will be settled in a court of first instance in the Harju County Court.

Annex 1 to the contract

Price list

Service	Price (without VAT)
Monthly fee for the use of the EVR applicable to the recipient of the waybill (applied only if at least one waybill has been marked as having reached its destination within a month for the recipient of the waybill).	7 EUR
Fee for issuing each e-waybill to the recipient (<i>EVR funder*</i>)	0.15 EUR
Fee for issuing each e-waybill to the recipient (<i>EMPL member who is not an EVR funder**</i>)	0.35 EUR
Fee for issuing each e-waybill to the recipient (<i>regular user who is not included in the preceding clauses</i>)	1 EUR
Hourly rate during working hours for work for which additional payment is charged (incl. forwarding the data in the EVR to the service user)	50 EUR

* An EVR funder 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.

** EMPL members are disclosed on the website www.empl.ee, the right to a member's discount applies to an undertaking during the membership period, ie from the moment of acceptance as a member until the termination of membership.

Annex 2 to the contract

Privacy policy

- 1.1 Personal data is data that is collected in order to provide a service, identify a person, contact a person to provide a service or resolve issues.
- 1.2 The personal data controller is the Estonian Forest and Wood Industries Association, registry code 80014950, address Harju maakond, Tallinn Toompuiestee 24, 10149, email address info@empl.ee, contact phone number +372 656 7643.
- 1.3 The controller does not process sensitive personal data as defined in the European Union General Data Protection Regulation 2016/679.
- 1.4 Personal data is personal data enabling persons to be identified and distinguished from other persons with the same name – first name, surname and personal identification code, as well as contact details (telephone number, email address and address of residence and seat).
- 1.5 The controller processes personal data for the performance of the contract or pursuant to law.
- 1.6 Personal data is processed for the performance of the contract from pre-contractual communication, for the establishment, development and maintenance of the co-operation relationship, and for the purpose of invoicing and managing circumstances and events affecting the provision of the service, incl. forwarding information and resolving situations.
- 1.7 Pursuant to law, the purpose of processing is accounting (including storage of source documents), informing the Estonian Data Protection Inspectorate and the data subject of a personal data breach and responding to a request for information from a public authority and a state agency.
- 1.8 If a person has joined the EVR and has given consent to the processing of personal data by signing this contract, the controller has the right to process personal data on the basis of Article 6(1)(b) of the European Union General Data Protection Regulation 2016/679 for the performance of a contract entered into between the service user and the controller. For the transportation of timber, the processing of personal data is also based on the Minister of the Environment Regulation no. 84 'Requirements for the transportation of timber, the deed of delivery and receipt of timber, and the conveyance document, and the form of the notification concerning the cutting right or timber sold or purchased submitted to the Tax and Customs Board' ['Metsamaterjali veoeskiri, metsamaterjali üleandmise-vastuvõtmise aktile ja veoselehele esitatavad nõuded ning müüdüd või ostetud raieõiguse või metsamaterjali kohta Maksu- ja Tolliametile esitatava teatise vorm'] of 21 December 2006.
- 1.9 The controller ensures the protection of personal data through organisational, physical and IT security measures. The controller declares that all necessary measures have been taken to protect personal data and that the processing of personal data is limited to the minimum extent necessary for the purposes for which the personal data is processed.
- 1.10 The controller declares that measures have been taken to protect data processing facilities and IT systems from fire, overheating, water, power fluctuations and power outages.
- 1.11 Externally, the data can be accessed by persons who provide services to the controller, ie the IT administration and maintenance service provider, website administrator, and

- public authorities and government agencies (the controller transfers data only if required to do so by law).
- 1.12 The controller will not transfer personal data outside the European Economic Area or to countries with regard to which no adequacy decision has been made pursuant to Article 25(6) of Directive 95/46/EC, or Article 45(1) of its successor document, the General Data Protection Regulation (EU) 2016/679.
 - 1.13 The controller ensures the retention of the data and information entered into the EVR for at least 7 (seven) years or for a longer mandatory data retention period as set out by law. In order to ensure compliance with this obligation, the controller must, at least once a day, make backup copies of the data and information entered into the EVR and store the backup copy outside the server operating the EVR.
 - 1.14 The controller grants access to personal data only to employees who have received the appropriate instructions and who have the right to process personal data only to the extent necessary for the performance of their duties and for achieving the objectives of the processing of personal data, or to persons to whom the respective right extends by legislation.
 - 1.15 A person has the right to access their personal data held by the controller and to receive additional information about the processing of their personal data.
 - 1.16 A person has the right to submit complaints about the processing of their personal data at any time, including to demand the termination of the processing of personal data concerning them, the deletion, correction or restriction of the collected personal data, to object to the processing of their personal data and to request the transfer of personal data, if such a right arises from the European Union General Data Protection Regulation 2016/679, the Personal Data Protection Act or other applicable legislation.
- 12. To the extent specified in the person's request, the controller must terminate the processing of personal data as soon as possible, but no later than within 10 (ten) business days after receiving the request from the person to terminate the processing, amend or delete the personal data, unless the requirement to retain the personal data arises from legislation. The withdrawal of consent does not affect the lawfulness of the processing of personal data carried out before the withdrawal of consent. If the requirement to retain personal data arises from legislation, the controller retains the data until the end of the period prescribed and then deletes the data on the basis of a request to terminate the processing of or to delete the personal data.**
- 12.1 If a person thinks that the controller has infringed their rights in the processing of personal data or that they wish to have their data amended/deleted, they have the right to address the controller with a demand to cease the infringement or amend/delete the data at the address info@empl.ee. A person has the right to turn to the Estonian Data Protection Inspectorate for the protection of their rights.
 - 12.2 By using the EVR, the service users have read and agreed to these principles and conditions.
The controller reserves the right to amend the general conditions of the privacy policy, if necessary, by notifying all persons concerned.