

**Terms of Service
for use of TEXTA**

These Terms of Service apply to all relations between TEXTA and the Client related to the use of the SaaS Services. These Terms of Service consist an integral part of the Agreement concluded between TEXTA and the Client.

1. DEFINITIONS

“Agreement”	means the agreement comprised of the Terms of Service that is concluded between TEXTA and the Client for the use of the SaaS Services in accordance with these Terms of Service.
“Client”	means any legal or natural person (consumer) concluding the Agreement with TEXTA. The consumer in meaning of this Agreement is a natural person who concludes the Agreement without it being related to independent economic or professional activities (Law of Obligations Act Section 1 (5)).
“SaaS Services”	means the services provided by TEXTA as defined in Section 3 of the Terms of Service.
“Terms of Service”	means these terms and conditions applicable to the relationship between TEXTA and the Client.
“Platform”	means the social media platform provided by the Platform Provider for third-party users (including the Client), which is used by the Client and in connection with the use of which the Client wishes to receive SaaS Services by TEXTA.
“Platform Provider”	means the provider of the Platform.
“Privacy Policy”	means the information about processing of Client’s personal data, which is available at https://www.texta.ee/privacy-policy .
“TEXTA”	means TEXTA OÜ, an Estonian registered company, registry code 14029970, address Pärnu mnt 10, 10140 Tallinn, Estonia, e-mail info@texta.ee.

“TEXTA Protect Web Page”	means the website of TEXTA which enables to provide SaaS Services to the Client and which is available at https://www.textaprotect.com/ .
“Service Fee”	means the monthly fee that the Client undertakes to pay for the Services as indicated in the price list available at https://www.textaprotect.com
“Website”	means the website of TEXTA at https://www.textaprotect.com

2. LEGAL FRAMEWORK

- 2.1. TEXTA is providing SaaS (System as a Service) Services to the Client in accordance with the terms of the Agreement.
- 2.2. By accepting these Terms of Service and/or by using the SaaS Services the Client confirms that the Client has carefully read and understands these Terms of Service and that the Client agrees to be bound by the Terms of Services and policies referenced herein. Once accepted by the Client, the Terms of Service form a legally binding Agreement between you and TEXTA for using the SaaS Services.
- 2.3. Any natural person accepting these Terms of Service confirms that he/she has a valid authorization from the Client to enter into a binding Agreement on behalf of the Client.
- 2.4. For avoidance of any doubt, the SaaS Services may not be used by the Client if Terms of Service is not accepted.

3. SERVICES

- 3.1. The SaaS Services enable to automatically and manually monitor or manage (detect, hide, remove etc.) Client’s content in the respective Platform used by the Client. The SaaS Services include following main features:
 - 3.1.1. TEXTA can automatically analyse and hide content on the Platform by monitoring and analysing the content in real time;
- 3.2. In accordance with the Client’s selection the SaaS Services may be used for the purpose of managing or monitoring the Client’s content (i.e. third-party comments) on the respective Platform.
- 3.3. SaaS Services are subject to Service Fee.

4. ACCESS TO SERVICES

- 4.1. For accessing the SaaS Services, the Client shall contact TEXTA via Website and accept the Terms of Service. Access to SaaS Services may require payment of a Service Fee after the trial period. In such cases, the payment shall be made by the Client in accordance to these Terms of Service.
- 4.2. After contacting TEXTA and accepting the Terms of Service, representative of the Client grants the right of access of the respective Platform for TEXTA. The Client must create a

user account in TEXTA Protect Web Page. After creating and logging in to the user account, the Client may grant the right of access of the respective Platform to TEXTA. After approving the access, TEXTA will provide the SaaS Services to the Client.

5. FEES AND PAYMENTS

- 5.1. In consideration for providing the SaaS Services, the Client shall pay the Service Fee to TEXTA in the amount specified in the price list available on Website. Service Fee shall be paid for the commencing calendar month in advance.
- 5.2. All fees in the price list are indicated without value added tax or other applicable sales tax, unless expressly stated otherwise. The value added tax is added to the Service Fee.
- 5.3. TEXTA has the right to unilaterally amend the price list from time to time by notifying the Client thereof at least one month in advance. If the Client does not agree to the amendments, the Client has the right to terminate the Agreement with one month's notice, in which case the amendments shall not take effect with regards to the Client.
- 5.4. The Client shall pay the Service Fee and other applicable fees such as value added tax to TEXTA in the beginning of each calendar month. TEXTA will send an invoice to the Client for the payment of the Service Fee and other applicable fees.
- 5.5. If the Client is in delay with the payment of any applicable fee, TEXTA has the right to claim the payment of late interest in the amount of 0.09% of the delayed amount per each calendar day in delay.
- 5.6. Any payments made to TEXTA shall be deemed made in the following order: first late interest, second other applicable fees.

6. TERM, TERMINATION AND SUSPENSION OF USE

- 6.1. The Agreement is entered into without term.
- 6.2. Both TEXTA and the Client may terminate the Agreement without cause by notifying the other party thereof at least one month in advance. The advance notice is not required in cases the other party fundamentally breaches the Agreement.
- 6.3. The Client who is a Consumer may withdraw the Agreement without giving any reason during the 14-days period from the date of the conclusion of the Agreement. The Agreement may be withdrawn by using the model form of application for withdrawal in Annex B or by presenting another unequivocal application.

7. INTELLECTUAL PROPERTY RIGHTS AND DATA PROCESSING

- 7.1. Subject to the Terms of Service, the Client is granted a limited, revocable, non-exclusive license to use the SaaS Services, in accordance with these Terms of Service.
- 7.2. All intellectual property rights regarding the SaaS Services, including, but not limited to, any and all copyrights, trademarks, service marks and trade names contained or developed in the SaaS Services, are owned by TEXTA, its affiliates and/or third-party licensors.
- 7.3. Unless otherwise agreed between the TEXTA and the Client, the Client may not make services provided by TEXTA available to any third party. The Client confirms that it understands that the use of the SaaS Services does not grant the Client any rights of ownership or otherwise in of any content available via the SaaS Services.

- 7.4.** Unless permitted by applicable law, the Client shall not modify, translate, disassemble, decompile or re-engineer a part or the whole of the SaaS Services. The Client shall not copy, distribute or publish any content of the SaaS Services or any information obtained or derived therefrom, unless provided by applicable law or unless otherwise permitted by TEXTA
- 7.5.** In order to provide the SaaS Services, TEXTA requires a license to use the Client's content. For that purpose, the Client hereby grants TEXTA a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sub-licensable, and transferable license to reproduce, distribute, modify, adapt, prepare derivative works of, publicly display and publicly perform and otherwise use or exploit the Client's content to be able to provide the SaaS Services in accordance to these Terms of Service.
- 7.6.** The principles for processing personal data are set out in the Data Processing Agreement in Annex A. All the data processing information considering the processing of personal data of the Clients who are consumers is set out in the Privacy Policy. By entering into the Agreement, the Client who is a consumer, confirms to have reviewed and agrees to the processing of Client's personal data in the manner provided in the Privacy Policy.

8. LIABILITY

- 8.1.** The SaaS Services and any content or features made available in conjunction with or through the SaaS Services is provided "as is" and "as available", without any warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, TEXTA disclaims all warranties.
- 8.2.** TEXTA is liable for lack of conformity of the SaaS Services that becomes apparent within the duration of this Agreement. The Client has an obligation to cooperate with TEXTA to find out if the lack of conformity lies in the Client's digital environment.
- 8.3.** TEXTA is not providing any guarantees or representations regarding the quality of the SaaS Services. Notwithstanding the above, if the Client becomes aware of any circumstances that give rise to complaints, the Client undertakes to notify such issues to TEXTA as soon as practicable, but no later than within 14 calendar days from occurrence of the issue.
- 8.4.** TEXTA does not guarantee that the use of the SaaS Services will always be uninterrupted, timely, secure or error-free. The Client confirms that it understands that there might be occasions when the SaaS Service may be interrupted for an indefinite time period, including, without limitation, for scheduled maintenance or upgrades or for emergency repairs. TEXTA shall make its best efforts to notify of such scheduled events with reasonable time in advance.
- 8.5.** Upon change of any circumstances, TEXTA has no obligation to update, modify or amend the information once made available via the Platform or to otherwise notify any recipient thereof if any opinion, prediction or estimate becomes inaccurate.
- 8.6.** The Client is liable of any possible disputes or disagreements related to obtaining consents or permits which are required by the respective Platform Provider or are set forth in the terms of the respective Platform and are necessary for providing services by TEXTA.
- 8.7.** Neither TEXTA nor the Client shall be liable to the respective other party, whether under the Terms of Service or otherwise, for any damages other than direct proprietary damages. A party is not liable for any loss of revenue, loss of business, anticipated savings or profits or any indirect, special or consequential damages.

- 8.8. TEXTA's aggregate liability towards the Client arising in connection with the use of the SaaS Services or otherwise shall be limited to the total amount of Service Fees paid by the Client to TEXTA during months immediately preceding the date on which the claim arose.
- 8.9. No limitations of liability set forth in these Terms of Service apply in case the damage is caused intentionally or through gross negligence.
- 8.10. If the Client is a consumer, the Client may use legal remedies provided by law in the case of a non-compliance of the SaaS Services.

9. MISCELLANEOUS

- 9.1. TEXTA reserves the right to make changes to the Terms of Service if there is a valid reason. In this case, TEXTA will notify the Client thereof through the email address provided in the registration form within reasonable time in advance. If the Client who is a consumer does not agree with the changes made to the Terms of Service, the Client may terminate the Agreement after receiving a notification. Otherwise TEXTA will upload the revised Terms of Service to the website and the Terms of Service will enter into force after 30 calendar days from sending the notification.
- 9.2. The Agreement, its content and any information regarding the other party obtained during the performance of this Agreement that the party had not obtained without entry into this Agreement are confidential. Confidential information may not be disclosed to any third parties except upon prior written consent of the other party or if such disclosure is required under law. Disclosure of confidential information to the party's credit institution, auditor or professional adviser is not a breach of the confidentiality undertaking if the disclosing party procures that the recipient is bound by a duty of confidentiality and will not disclose the information to third parties.
- 9.3. The Agreement and all legal relations formed in relation to the SaaS Services will be governed by the laws of the Republic of Estonia.
- 9.4. If the respective dispute resulting from the Agreement cannot be settled by negotiations, then the dispute will be finally solved in the courts of the Republic of Estonia, with Harju County Court as the court of first instance or in the court of the residence of the Client if the Client is a consumer. Consumers may also use the online resolution of consumer disputes which is found at <https://ec.europa.eu/consumers/odr/>.
- 9.5. Where versions of these Terms of Service exist in any other language, the English language version shall prevail.

ANNEX A

DATA PROCESSING AGREEMENT

This data processing agreement (hereinafter “**Data Processing Agreement**”) is an annex to the agreement (hereinafter “**Agreement**”) entered between TEXTA OÜ as the service provider (hereinafter “**TEXTA**”) and the client (hereinafter “**Client**”) who uses services in accordance with the terms of the Agreement under (TEXTA and the Client each also a “**Party**”) and collectively the “**Parties**”) which the TEXTA provides SaaS Services (hereinafter “**SaaS Services**”).

In connection with the provision of the SaaS Services under the Agreement, Provider processes certain personal data for the Client. To ensure the secure, correct and lawful processing of personal data, the Parties have agreed to supplement the Agreement and enter into this Data Processing Agreement as an Annex to the Agreement.

In case of a conflict between the Agreement and the Data Processing Agreement with regard to the processing of personal data, the Data Processing Agreement shall prevail and apply.

1. GENERAL PROVISIONS

- 1.1. The terms used in the Data Processing Agreement are used in the meaning given to them in Article 4 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the “**GDPR**”) or in the meaning given to them in the Agreement.
- 1.2. In the context of Article 28 of the GDPR, the Client is the data controller of the personal data made available to the TEXTA in the course of the provision of the SaaS Services and the TEXTA is the data processor.

2. GENERAL OBLIGATIONS OF TEXTA

- 2.1. TEXTA shall process personal data only in accordance with the applicable law, the terms of the Agreement and the terms of this Data Processing Agreement. If the applicable law prohibits us from performing certain data processing operations requested by you, we shall proceed from the applicable law and notify you about reason the non-performance.
- 2.2. TEXTA shall keep records of all the data processing operations carried out on behalf of the Client in accordance with the requirements under the GDPR.

3. GENERAL OBLIGATIONS OF THE CLIENT

- 3.1. The Client confirms and warrants that upon using the SaaS Services and making available any personal data to the TEXTA, the Client has a valid legal basis for that and the Client has acquired all necessary authorisations and permits as required for that by applicable law and the GDPR. If it is necessary and appropriate, the Client undertakes to obtain consents for the processing of personal data from relevant data subjects.
- 3.2. The Client has all the obligations of the data controller according to the applicable law and the GDPR. Including, but not limited to, the Client undertakes to inform relevant data subjects about the processing of to their personal data, including to make available appropriate privacy notice in accordance with Articles 13 and 14 of the GDPR.

4. PROCESSING OF PERSONAL DATA

- 4.1. The Client hereby instructs TEXTA to process personal data of following data subjects:
 - 4.1.1. all the existing and future customers of the Client in the respective Platform, who are using the Client’s content and commenting or otherwise using the Client’s content.

- 4.1.2. any third parties in the respective Platform, who are using the Client's content in some way.
- 4.2. The Client hereby instructs TEXTA to following types of personal data concerning data subjects:
 - 4.2.1. all the personal data relating to the use of the Client's content on the Platform, including, but not limited to:
 - 4.2.1.1. any content uploaded on the Platform or on any page on the Platform used by the Client, such as posts, comments or other content uploaded on the Platform either by the Client or any third parties;
 - 4.2.1.2. information concerning the Platform users who have uploaded any content (such as comments, posts) on the Platform used by the Client, including interacting user ID's (including usernames), name of the user, time of interaction and other information made available on the Platform.
 - 4.2.2. any data relating to the Client's content (i.e. content of the posts and the comments).
- 4.3. The Client hereby instructs TEXTA to perform following data processing operations on the personal data of the data subjects:
 - 4.3.1. to read any of the above-mentioned content .
 - 4.3.2. to monitor and analyse any of the above-mentioned content.
 - 4.3.3. to delete and modify any of the above-mentioned content.

5. CONFIDENTIALITY

- 5.1. The TEXTA shall ensure the confidentiality of the personal data processed on behalf of the Client.
- 5.2. The TEXTA shall ensure that no unauthorised third parties can access the personal data processed on behalf of the Client, for example, employees in the TEXTA's premises, who do not need access in relation to the performance of their duties or other service providers, for example, IT service providers etc., who in this specific case do not need access to the personal data in relation to the performance of their duties.
- 5.3. The TEXTA shall ensure that all the representatives, employees of the TEXTA and other persons who through the TEXTA come into contact with the personal data processed on behalf of the Client are subject to the confidentiality obligation assumed under a contract or the law and the TEXTA shall ensure that their representatives, employees and other persons acting for their benefit maintain the full confidentiality of the personal data.

6. SECURITY MEASURES

- 6.1. TEXTA shall ensure the security of personal data processing for the purposes of protecting personal data from accidental or unauthorised processing, disclosure or destruction.
- 6.2. Taking into account the state of the art and costs of implementation, and the nature, scope, context and purposes of the personal data processing as well as the risk to the rights and freedoms of natural persons, of varying likelihood and severity, that may result from personal data processing, the TEXTA shall apply appropriate technical and organisational measures upon personal data processing to ensure the security of personal data.

- 6.3. Upon the application of appropriate technical and organisational measures, the TEXTA shall ensure the capacity of the applied processing measures to ensure the ongoing confidentiality, integrity, availability and resilience of personal data.
- 6.4. The TEXTA shall *inter alia* ensure that upon personal data processing, the TEXTA shall use up-to-date information technology solutions, the security of which is regularly tested, ensure that access to the TEXTA's IT systems and premises is regulated and controlled, ensure the use of up-to-date antivirus and spyware programmes.
- 6.5. TEXTA shall log all data processing operations carried out on behalf of the Client so that there are log entries on viewing, amending, transferring and deleting personal data.
- 6.6. The Client has the right to authorise an auditor to audit the activity of the TEXTA with regard to the performance of the Data Processing Agreement in accordance with the GDPR. The Client shall notify TEXTA of the audit at least 60 days in advance. The Client or an auditor appointed by the Client shall carry out the audit during regular working hours and so that the audit interferes with the regular business activity of TEXTA as little as possible.

7. PERSONAL DATA BREACH

- 7.1. In case of a personal data breach or suspected personal data breach, the TEXTA shall as immediately as possible notify the Client of this. In case of a personal data breach of suspected breach or an incident that is likely to escalate into a personal data breach, TEXTA shall send to the Client a notification about the personal data breach, which shall include at least the following information:
 - 7.1.1. A description of the nature of the personal data breach;
 - 7.1.2. The categories and approximate number of data subjects concerned;
 - 7.1.3. The categories and approximate number of personal data records concerned;
 - 7.1.4. The name and contact details of the data protection officer or other contact person of TEXTA if applicable;
 - 7.1.5. The likely consequences of the personal data breach, incl. the likely consequences to data subject;
 - 7.1.6. Measures taken or proposed to be taken by TEXTA to address the personal data breach or measures to mitigate its possible adverse effects.
- 7.2. The TEXTA shall send the notification specified in section 7.1 above to the Client immediately and if possible, not later than within 24-48 hours as of the occurrence of the personal data breach.
- 7.3. In case and insofar as the TEXTA is not able to submit the information described in section 7.1 to the Client within the term set forth in section 7.2, the TEXTA may submit the information to the Client in phases but without undue further delay.
- 7.4. TEXTA shall cooperate fully with the Client for the purposes of preventing personal data breaches. If a personal data breach occurs, TEXTA shall cooperate fully with the Client to address the personal data breach as efficiently and quickly as possible and/or mitigate its possible adverse effects.
- 7.5. TEXTA shall document all personal data breaches, including the facts relating to the personal data breach, its effects and the remedial action taken.

8. SUBPROCESSORS AND TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

- 8.1. The Client allows TEXTA to transfer personal data outside the EU/EEA, including subprocessors located outside the EU/EEA, if the TEXTA carries out the corresponding transfer on the basis of the European Commission's Adequacy Decision or has adopted other protective measures provided in Chapter V of the GDPR (e.g. standard terms adopted by the European Commission).
- 8.2. The Client may request from TEXTA information about the countries to which personal data is transferred, and about the presence or absence of an Adequacy Decision of the European Commission, or a reference to relevant protective measures.
- 8.3. In the event that any of the measures stated in clause 8.1 prove to be insufficient to fulfil the requirements arising from this Data Processing Agreement, GDPR or legal acts in such way that the transfer of personal data outside the EU/EEA is lawful, TEXTA will make reasonable efforts to implement either an alternative data transmission mechanism that meets the requirements of the legal acts applicable to the processing of personal data based on the Data Processing Agreement or terminates such data transmission.
- 8.4. If TEXTA uses subprocessors, TEXTA shall assume full liability for the subprocessor to process personal data in accordance with the applicable law and this Data Processing Agreement.

9. LIABILITY

- 9.1. TEXTA shall not be liable for any breach of this Data Processing Agreement or applicable law by the Client.
- 9.2. If TEXTA is liable, liability of TEXTA shall be limited to the annual contract fee paid by the Client to TEXTA. Limitation of liability does not apply in case of intent or gross negligence.

10. VALIDITY

- 10.1. The Data Processing Agreement shall be valid from the acceptance of the Agreement by the Client until TEXTA is processing personal data on behalf of the Client or until the end of the term of Agreement, whichever is the later.

11. FINAL PROVISIONS

- 11.1. The Data Processing Agreement is governed by the laws of the Republic of Estonia.
- 11.2. Disputes arising from the Data Processing Agreement will be resolved by negotiations or in Estonian courts, Harju County Court being the court of first instance.