

STAFFIC TERMS OF USE

1. Concepts

User	A physical person using Staffic on behalf and with the authorization of the Client.
User Account	The profile that is used to identify the User, provide them with personalized access to the Services, and change and save their settings. The User Account is assigned to the User and associated with the Client Account for the purposes of using Staffic.
Terms of Use	This document, outlining the typical conditions for using Staffic.
Client Account	A profile associated with one specific Client, used to identify the Client, provide the Client with access to the Services, and change and save their settings.
Client	An entity acting in a professional or commercial capacity, that has signed a contract with Nortal for the use of Staffic.
Contract	An agreement for the use of Staffic.
Nortal	The company Nortal AS (Commercial Registry code: 10391131)
Party(ies)	In singular, depending on context, either Nortal or the Client; in plural, both.
Content	Data, works and other materials (videos, photos, images, schematics, text, etc.) uploaded by the Users.
Staffic	The Website and the Services as a whole.
Service	Any services offered by Nortal to the Users via the Website and User Account, or pursuant to the Contract.
Website	The aggregate of all web documents (including images, videos, PHP and HTML files) available via the domain names www.staffic.ee , www.staffic.eu .

2. General Terms

- 2.1. Staffic is an integrated software solution for conducting employee review sessions, aimed at entities acting in a professional and/or commercial capacity.
- 2.2. Staffic may only be used to the extent, in the manner, and for the purposes that the Staffic functionality has been created and made available to the Clients and Users. Usage must comply with the Terms of Use, tips and guidelines available in the Staffic support environment, and applicable laws and good practices.
- 2.3. The Client and the User may not: (1) use Staffic to commit violations of the law, nor to encourage such actions; (2) use Staffic to the extent for which they do not agree with the applicable Terms of Use; (3) send to other Users via Staffic advertising messages, mass messages or other Content that is in breach of the requirements set forth in the Terms of Use; (4) use Staffic in any other illegal manner.
- 2.4. Nortal has the right to do the following, at any time, irrespective of reason: (1) change and update the infrastructure and functionality of Staffic; (2) stop or end the provision of Staffic and close down any part of it; (3) introduce restrictions on the use of certain parts or functionalities of Staffic (for example, the volume of data necessary to use the Services, the speed of uploading the Content, Content storage space, etc.); (4) refuse giving or offering access to Staffic to any User. Nortal will notify the Client and Users of significant changes before they are applied, a reasonable time in advance.

3. Terms of Use

- 3.1. The Terms of Use are an integral part of the Contract. Nortal may introduce separate additional terms for every Service (such as price packages and usage instructions), which will be considered an integral part of the Terms of Use. The Client and Nortal may separately agree on Contract terms that differ from the Terms of Use or supplement them.

- 3.2. If the User does not agree with the Terms of Use or their alteration, the User does not have the right to use Staffic, and they must cease doing so immediately.
- 3.3. Nortal has the right to unilaterally change the Terms of Use at any time, by publishing the corresponding new revision of the Terms of Use and the changes on the Website. Nortal may change the Terms of Use in the following cases: (1) a change in applicable legislation or its interpretation; (2) a court ruling, administrative act or legislative act that requires changes to the Terms of Use; (3) the alteration of the previous Service, the termination of its offering, or the introduction of a new Service; (4) significant changes to the infrastructure or functionality of Staffic; (5) suggestions and complaints from Clients and Users; (6) the need to improve data protection or other security measures; (7) changes to the Nortal business model, operating model, or authorizations; (8) technological developments that enable improvements in Staffic's usability, quality and security; (9) other unforeseen cases where changes to the Terms of Use are reasonably justified.
- 3.4. Nortal will notify the Clients of changes to the Terms of Use on the Website and separately in a message to the Client's contact details, no less than 14 days before the changes are applied. If the Client does not agree with the published changes, they have the right to end the Contract within the 14 days preceding the application of the changes. If the Client continues to use Staffic after this 14-day deadline has passed, they are considered to have accepted the changes to the Terms of Use.

4. Signing the Contract

- 4.1. Before signing the Contract, the Client must acquaint themselves with the Terms of Use in detail, and provide confirmation upon Nortal's request that they have done so. The Client must ensure that their Users have also acquainted themselves with the Terms of Use in detail.
- 4.2. By signing the Contract, the Client or their representative confirms that: (1) all the data they have provided and confirmations they have given are accurate, correct, complete, and appropriate; (2) they are a person with active legal capacity (at least 18 years of age) or they have a legal representative's approval to sign the Contract and use Staffic; (3) they have all the rights and authorizations on behalf of the Client to sign the Contract and use Staffic. The correctness of the abovementioned confirmations is assumed, and Nortal is not obliged to check them.
- 4.3. The moment of the Contract's signature is considered to be the moment when the User begins using Staffic on behalf of the Client, for example when the User arrives on the Website or logs into their account for the first time.
- 4.4. Nortal has the right to refuse to sign the Contract with any person, even if that person has agreed to the Terms of Use.

5. Client Account and User Account

- 5.1. The use of Staffic's primary functionality requires the existence of a Client Account and a User Account. Each entity acting in a professional or commercial capacity may have only one Client Account. If a physical person is associated with several Clients, a separate User Account will be created for that person under each Client Account.
- 5.2. User Accounts are managed by the Client, that is, the Client may at any time and at its own discretion create, change and delete User Accounts, including renewing User Account passwords and the User's details.
- 5.3. Every time a user logs into Staffic under their own account, they confirm that (1) all the data they have provided and confirmations they have given are accurate, correct, complete, and appropriate; (2) they are a person with active legal capacity (at least 18 years of age) or they have a legal representative's approval to sign the Contract and use Staffic; (3) they have all the rights and authorizations on behalf of the Client to sign the Contract and use Staffic. The correctness of the abovementioned confirmations is assumed, and Nortal is not obliged to check them.
- 5.4. When an Account is created, the Client and User are given their respective usernames and passwords, which can be used to log into Staffic. The Client and the Users undertake to keep their username and password secret and prevent them from being accessed by third parties.

- 5.5. The Client or User must immediately notify Nortal if (1) their account is misused; (2) their password is lost or in the possession of third parties; (3) their position within the company changes or they leave the company, or there is another reason why the User no longer has the right to use Staffic on behalf of the Client. In such cases, Nortal will take all reasonable measures to reset the password, protect the account, or delete it.
- 5.6. The Client Account and User Account are valid indefinitely until deleted, or until the Contract ends. If the Client has asked Nortal to delete a Client Account and/or a User Account associated with it, Nortal will consider this to be the termination of the Contract or a part of it by the Client.

6. Payment

- 6.1. Nortal has the right to institute fees for the use of Staffic by publishing the corresponding price packages on the Website. The Client must choose a suitable paid price package from among these in order to use Staffic.
- 6.2. Before choosing a paid price package, a first-time Client may try the Staffic standard solution for free for 30 days. Nortal will not submit an invoice to the Client for the trial period. However, Nortal will submit an invoice to the Client for the period following the trial period, no later than 7 days before the end of the trial period. If the Client wishes to continue using Staffic after the end of the trial period on the basis of a paid price package, then they must choose a suitable paid price package and pay the corresponding advance fee for the following period, no later than the end of the trial period. If the Client has not done this, then at the end of the trial period Nortal has the right to immediately close the Client Account and User Accounts, along with all Content uploaded to them, and to terminate the Contract automatically.
- 6.3. If the Client wishes to use an extended or customized solution instead of the standard solution, then they must notify Nortal of this wish via email, at info@staffic.eu.
- 6.4. Payment pursuant to a price package is done on the basis of a periodic advance fee, that is, the Client pays in advance for the usage of Staffic over each subsequent period. Unless agreed otherwise, the length of one period is 1 (one) year from the end of the trial period. In addition to the periodic advance fee, the Client undertakes to pay for the review sessions sent out by the Client via Staffic (forwarded to be filled out) over the one-year period, in accordance with Nortal's applicable price list. Nortal will submit the corresponding invoice to the Client 2 (two) times a year, based on the number of review sessions sent out by the Client via Staffic in the first half (01.01 – 30.06) or the second half (01.07 – 31.12) of the year, accordingly. Nortal will submit the invoice to the Client within 1 (one) week of the end of the half-year period.
- 6.5. The advance fee paid is not returned, including if: (1) the Client has not used Staffic over the prepaid period, or has done so only partially; (2) the Client changes the Staffic price package; (3) the Client terminates the Contract unilaterally in accordance with the Terms of Use or legislation, without a breach of Contract by Nortal; (4) Nortal unilaterally terminates the Contract in accordance with the Terms of Use or legislation.

7. Content

- 7.1. Nortal offers to the Client, via Staffic, a Service for the storage and management of Content. The Content is stored on a server managed by Nortal. By signing the Contract, the Client consents to the storage and preservation of the Content on a server managed by Nortal.
- 7.2. Nortal will take the necessary security measures to protect the Content from unauthorized persons and malware, and to ensure the preservation of the Content throughout the validity of the Contract. Clients do not have access to each other's Content, that is, each Client's Content is separated from the Content of other Clients. Users only have access to such Content for which the Client has granted them the corresponding access rights in Staffic.
- 7.3. If the User is uploading Content to Staffic, they must ensure that it is accurate, correct, complete, and appropriate, and that it complies with the Contract, the Terms of Use, good practices, and legislation.
- 7.4. The User may not upload to Staffic any Content that contains viruses or other computer software and files that damage or otherwise disturb the normal operation of Staffic, or that save themselves on Nortal's or the User's computers and impede or damage their normal functioning.

- 7.5. When using Staffic, the Client and the User undertake to follow all valid legislation of the Republic of Estonia. This means, among other things, that the User may not upload to Staffic any Content for the addition of which they do not have the permission of the appropriate party.

8. Intellectual Property

- 8.1. Staffic, as well as any and all of its parts and elements, are protected by intellectual property rights belonging to Nortal, its employees, or Nortal's business partners.
- 8.2. By signing the Contract, Nortal is granting permission to the Client and the Users to use Staffic functionality for their own internal needs, in accordance with the Terms of Use, for normal purposes for which Staffic is intended. Nortal does not grant the Client or the User any other licenses or rights, and neither the Client nor the User gains any intellectual property rights to Staffic merely stemming from their usage of Staffic.
- 8.3. Neither the User nor the Client may copy, multiply, distribute or process Staffic, create derivative works of Staffic, nor in any way use intellectual property rights occurring towards Staffic, nor give sub-licenses for them. Except with Nortal's permission, it is forbidden to sell, rent or license Staffic or any part of it for a fee, integrate it with the systems of the Client or third parties, or use it via any programs that overload or impede the operation of Staffic or distort the Content.

9. Data Protection

- 9.1. Nortal collects, processes and stores the following data about the Client and the Users, part of which can be used to identify the Client or the Users:
- (a) Upon Client registration, the name of the Client's representative, the Client's username, email address, phone number;
 - (b) Upon User registration, the name and email address;
 - (c) When issuing an invoice, the Client's name, address, and other data required under the Accountancy Act;
 - (d) When the Website is visited, the IP address of the User's computer;
 - (e) The timestamp of logging into and out of the Client Account or User Account;
 - (f) Changes to Client Account or User Account details, preferences and passwords.
- 9.2. Personal data is processed in accordance with the Personal Data Protection Act, other data – in accordance with the Terms of Use and other legislation.
- 9.3. Data, including personal data, is processed in order to authenticate the Client or User, provide Services to them, and forward information in cases agreed upon in the Contract or Terms of Use or set forth in legislation.
- 9.4. If the User uploads to Staffic any Content that contains personal data, including sensitive personal data, Nortal shall consider the Client associated with this User to be the personal data's responsible processor, who must ensure that the data is processed in accordance with the Personal Data Protection Act.
- 9.5. Nortal shall not forward any data to third parties, except in the following cases:
- (a) To its authorized employees, when the Client or User has given prior explicit consent for the data to be forwarded to them;
 - (b) In cases set forth in legislation, for example, to law enforcement agencies.
- 9.6. Nortal may use and forward to its contractual partners anonymized data on the Users' behavior and preferences, for the purposes of conducting market research and consumer habit research.
- 9.7. **By creating the Client Account and User Account, the Client and User give the corresponding permission for Nortal to:**
- (a) **Send information about Staffic to their email address;**
 - (b) **Process the Client's and User's data for the purposes of constant improvement and personalization of Staffic;**
 - (c) **Anonymize the data before it is processed, so that it cannot be used to identify the Client or the User, and process it or forward it for processing in anonymized form to its business partners for other purposes.**
- 9.8. The Client and User have the right to:

- (a) Demand that Nortal make known to them the full contents and sources of personal data regarding them, the purposes of its processing, and the third parties to whom their personal data has been forwarded and is permitted to be forwarded;
 - (b) Demand that Nortal correct any inaccurate personal data;
 - (c) Demand that Nortal cease to process personal data, revoke access to it, and delete or close the collected personal data;
 - (d) Upon breach of their rights, claim compensation of damages, and turn to the Data Protection Inspectorate or court, if no other manner of dispute resolution is set forth in legislation.
- 9.9. If the Client or User has exercised their right under section 9.8(c) in respect to Nortal, and it is impossible to provide the Services to the User without such data, then the User is considered to have simultaneously submitted an application for unilateral termination of the Contract. In such a case, Nortal has the right to stop providing the corresponding Services to the User.
- 9.10. The Client and User always have access to their data via their account. In order to use their rights associated with personal data and other data, receive additional clarification, and submit complaints to Nortal, they must contact Nortal via the contact details listed in the Staffic support section.

10. Support, Maintenance and Development Services

- 10.1. Nortal provides various help materials for using Staffic, available via the Website after the User's authentication. In case of problems, questions and suggestions, the Client and Users may contact Nortal via the contact details displayed on the Website or in the User Account.
- 10.2. If the Client is using Staffic on the basis of a paid price package, then Nortal shall ensure that the Client also receives all version updates and improvements to the Staffic technical solution, including software and databases.
- 10.3. Nortal may close access to Staffic at its own discretion in order to perform scheduled maintenance and/or development works, notifying the Client of this at least 1 day in advance. As a rule, Nortal shall perform scheduled maintenance and/or development work on weekdays, between 9.00 and 17.00. If errors or any other functional disruptions are encountered in Staffic, resulting in an impediment to using Staffic, then Nortal shall do everything reasonably possible to resolve such errors at the first opportunity.

11. Contract Termination

- 11.1. The Client has the right to unilaterally terminate the Contract at any time, by leaving unpaid the advance fee for using Staffic for the next period. In this case, the Contract is considered to be ended as of the start of the next period.
- 11.2. Nortal has the right to unilaterally terminate the Contract if Nortal ceases to provide Staffic, notifying the Client of this at least two months in advance.
- 11.3. Either Party has the right to terminate the Contract without prior notice, if the other Party breaches the Contract and has not resolved the breach within the reasonable deadline given to them to do so.
- 11.4. When the Contract ends, Nortal shall close the corresponding accounts and delete the Content located within them at the first opportunity after two months have passed, but no later than after one year has passed since the Contract has ended.

12. Nortal's Legal Remedies

- 12.1. Nortal does not have the obligation to check the Content uploaded to Staffic by Users, or the User's activities within Staffic. Also, Nortal is not obligated to track the Users' activities, information or Content that they upload to Staffic, or transmit, save in cache memory, or store using Staffic. However, pursuant to the Information Society Services Act, Nortal has the obligation to notify the competent oversight agencies of possible illegal activities or provided information, and to identify such Clients and Users to whom it provides a data storage service.
- 12.2. If the Client or User breaches the Contract, Terms of Use, good practices, or legislation, Nortal has the right to:

- (a) Resolve the breach or demand that the breach be ceased and activities or Content brought into compliance with the Contract, Terms of Use, good practices, or legislation;
- (b) Block the Client's or User's access to Staffic or any part of it, including temporarily closing the Client Account or User Account;
- (c) Terminate the Contract without prior notice.

13. Limitation of Liability

13.1. Nortal offers Staffic on an "as is" basis. Nortal does not make any additional promises to the Client other than those explicitly described in the Terms of Use. For example, Nortal does not make any promises nor undertake any obligations regarding specific functions in Staffic, their compliance with labor legislation, fitness for a specific purpose, reliability, availability, nor that they meet the Client's needs.

13.2. If permitted by applicable legislation, Nortal is not responsible for loss of profits, economic or non-material damages incurred by the Client or User, as well as any other indirect, particular, causal, deterrent or punitive damages. Similarly, Nortal is not responsible for damages and other consequences arising due to the following:

- (d) The Website not working in certain web browsers;
- (e) Disputes arising between the Client and the User or between Clients and Users;
- (f) Uploading by the Client or User of such Content to Staffic that is not, or is not used, in accordance with the Contract, Terms of Use, good practices, or legislation;
- (g) Processing of sensitive personal data uploaded to Staffic by the Client or User in breach of the Personal Data Protection Act;
- (h) Management of User Accounts by the Client, including violations of the law conducted via the Client Account or User Account, or breaches of the Terms of Use, regardless of whether or not the person was authorized to use the Client Account or User Account;
- (i) Changes to labor regulations, their effect on the business activities and employment relationships of the Clients or Users, and the representation of resulting legislative changes in Staffic;
- (j) Force Majeure and other errors or disruptions beyond Nortal's control, which prevent the Client or Users from using Staffic (such as Internet connectivity disruptions, etc.);
- (k) Errors, damage or settings in the Client's or User's devices that prevent them from using Staffic;
- (l) Delays, interruptions or disruptions in the usage of Staffic due to scheduled maintenance and/or development works;
- (m) Data processing by third parties to whom Nortal has forwarded the data with the Client's or User's consent;
- (n) If Nortal learns of violations of the law committed or occurring via Staffic, resolves them or restricts access to them, or takes other active measures to stop the violations or resolve their results;
- (o) Loss of the password to the Client Account or User Account, or its falling into the hands of unauthorized third persons or usage by third persons.

14. Final Provisions

14.1. The Contract is subject to the legislation of the Republic of Estonia.

14.2. If a dispute arises between the Client and Nortal in relation to the Contract, attempts will be made to resolve it via negotiations at first, or if they fail, in the Harju County Court.