WWW.KODULINE.COM GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF THE SERVICE TO THE AGENT

VALID FROM 14.12.2022

Definitions

Environment - www.koduline.ee is a web environment providing software on a Software as a Service (SaaS) basis.

Agent - A real estate agent who has registered as a user of the Environment.

Client - A landlord or vendor of a property who has registered as a user of the Environment.

Service Provider - the provider of a service in the Environment.

Account - a personal identifier created by the Agent that provides the Agent with secure access to the Environment and is not visible to Clients.

Offer - An offer to sell or rent a property a Client makes to an Agent to enter into a cooperation agreement.

Acceptance of the Offer - The Client selects from the shortlisted Agents, i.e., recruitment.

Collaboration Agreement - Collaboration agreement between the Agent and the Client, concluded according to the data entered in the Environment.

Referral Fee - the amount of money the Agent pays if the Client marks the Offer successful.

Transaction - the end of the Collaboration Agreement between the Agent and the Client, i.e., the notarized sale of real estate or the signed lease agreement.

1. GENERAL INFORMATION

1.1   These General Terms and Conditions apply between the Agent (from now on referred to as the "**Agent**") and Koduline OÜ, registration code 14707660, located at Sireeni tn 1, Rapla county, Rapla municipality, Sulupere village 79529, Republic of Estonia (from now on referred to as the "**Service Provider**") when using the service of the online environment www.koduline.com (from now on referred to as the "**Environment**").

2. GENERAL TERMS AND CONDITIONS

2.1   Validity and amendment of the conditions of Agents

2.1.1   The General Terms and Conditions apply to all Agents;

2.1.2   The amendment to the General Terms and Conditions will be published on the website of the Service Provider and will apply to the User from the moment of acceptance;

2.1.3   The Provider reserves the right to modify the General Terms and Conditions due to changes in the content or technical development of the Environment, as well as changes in laws or regulations.

2.2   Account

2.2.1   Use of the Environment requires the existence of an Account, and access to the Service is provided through the Account. To create an Account, a person must be of legal capacity and at least 18 years of age;

2.2.2   The account is password-protected by the Agent. The security of your Account password is the responsibility of the Agent. For security reasons, the Agent is prohibited from sharing Account details with others;

2.2.3   Immediately after the Account has been created and the General Terms and Conditions have been accepted, the Agent will receive a confirmation letter granting access to the content of the Environment and the provisions described in the General Terms and Conditions of the Environment will become effective for the Agent. The Confirmation will be sent to the e-mail address specified by the Agent.

2.2.4   The Agent shall be responsible for the accuracy of all data it enters, but the Service Provider shall have the right to verify the accuracy of such data based on publicly available information and to make corrections in the Environment;

2.2.5   The Agent has the right to initiate the deletion of an Account through the Environment at any time. The Service Provider has the right to limit the immediate deletion of an Account if the Agent has a pending application for an Offer in the Environment or outstanding obligations to the Service Provider;

2.2.6   The Service Provider has the right to suspend the provision of the Service to the Agent if the Agent is reported to be in breach of the General Terms and Conditions or the rights of third parties in the use of the Service. In the event of a dispute as to the existence of a breach, the Service Provider shall have the right to suspend the provision of the Service pending final resolution of the dispute between the Agent and the third party.

2.3   Rights and obligations of the Agent

2.3.1   The Agent has the right to receive Offers from the Environment and to apply within 48 hours (the "Application Period") from the submission of the Offer;

2.3.2   The Agent has the right to receive informative technical support and advice during the editing process;

2.3.3   It is the responsibility of the Agent to inform the Service Provider of any activity or information that could be harmful to the Environment and the service provided;

2.3.4   The Agent is obliged to enter true and correct information about itself and the terms of the Cooperation Agreement when creating the Account and when applying for the Offer. Submitting a Cooperation Offer is binding on the Client, so the information entered by the Agent must not be misleading to the Client. The Agent undertakes, when applying for the Offers, to offer the Client the permitted terms of cooperation and to comply with the Code of Good Practice for Estonian Real Estate Agents (http://www.maakleritekoda.ee/eesti-kinnisvaramaaklerite-head-tavad) and to share, following good practice, the brokerage fee with another broker for the jointly provided service agreed in advance.

2.3.5   Offers made by Customers will remain active in the Environment for 3 calendar days after the application period, after which the Provider will automatically declare the Offer not accepted;

2.3.6   The Agent shall have the right to remain anonymous to other Agents when applying for a position, in which respect the Service Provider undertakes not to disclose the terms of the Agent's Cooperation Agreement;

2.3.7   KThe Client has the right not to accept the Offer if none of the cooperation offers received from the Agents are suitable, after which the Provider will automatically declare the Offer not accepted;

2.3.8   The Agent undertakes to contact the Client upon acceptance of the Offer by the Client and to enter into a Cooperation Agreement with the Cooperation Terms and Conditions submitted by the Agent and to sign the Cooperation Agreement within 3 working days. After that, the Client has 7 calendar days to sign;

2.3.9   Upon termination of the obligations arising from the Collaboration Agreement, i.e., upon completion of the Transaction, the Agent undertakes to enter the Transaction Data into the Environment within 3 working days from the date of the Transaction;

2.3.10 The Agent is not permitted to contact a Client who the Environment has contacted for cooperation until the Offer has been accepted by the Client in the Environment;

2.3.11 The Agent has the right to lodge complaints by sending them to info@koduline.ee. The Service Provider will reply to such complaints within 3 working days.

3.   FEE

3.1   The environment is free of charge by default for the Agent.

3.2   The Agent may agree with the Service Provider on additional fee-based services.

3.3   the Agent pays the Referral Fee in two installments for each Offer. The first part of the obligation arises when the Client recruits the Agent, i.e., upon acceptance of the Offer, and the second part of the obligation arises upon completion of the sale transaction, as the case may be, in accordance with the price list. The calculation of the second installment of the Referral Fee shall commence no later than 3 working days after the notarial Transaction.

3.3.1   Sales Transaction price list:

Amount of the transaction (€)	Customer charge Referral fee (first part)	Referral fee from a sales transaction (second part)
… - 50 000	150 €	0 €
50 001 - 100 000	150 €	150 €
100 001 - 150 000	150 €	250 €
150 001 - 200 000	150 €	350 €
200 001 - 300 000	150 €	500 €
300 001 - …	150 €	750 €

3.3.2   Rent Transaction price list:

Amount of the transaction (€)	Customer charge Referral fee (first part)	Referral fee from a rental transaction (second part)
Regardless of the amount	50 €	0 €

3.3.3   The amounts in the price list do not include VAT.

3.4   The due date for payment is 7 calendar days.

4. BUSINESS CONTINUITY

4.1   The Service Provider provides the Software Service in the Environment on a Software-as-a-Service (SaaS) basis. For the Agent, the service is provided on an "as is" basis. The Service Provider will make good faith efforts to ensure, but cannot guarantee maximum availability and data integrity. The Agent has no right to seek compensation.

5. COPYRIGHT

5.1   All copyright in the Environment belongs to the Provider. The Agreement does not assign or otherwise transfer any copyright to the Agent.

6. PROCESSING OF PERSONAL DATA

6.1   The Service Provider is the data controller;

6.2   The Service Provider processes the following personal data: first name and surname of the Agent, e-mail address, telephone number, picture, video, website address, social media account information, membership of the Real Estate Agents Register, membership of the Estonian Chamber of Real Estate Agents (EKMK), membership of professional agents, place of work, location information and language of communication (from now on Personal Data);

6.3   The Service Provider processes Personal Data to provide the Service to the Agent. The processing of Personal Data consists, in particular, of recording the Personal Data in the Environment, storing them in the Environment, and transmitting them to Clients by the nature of the Service;

6.4   The Provider will process Personal Data only for the duration of the Account. On the last day of the Account's validity, the Service Provider undertakes to delete or permanently anonymize all Personal Data relating to the Agent unless the Agent has instructed the Service Provider otherwise in writing;

6.5   The Service Provider guarantees the rights of the Agent concerning Personal Data following the legislation on the protection of Personal Data.

6.6   The Service Provider is entitled to:

6.6.1   use third-party service providers and/or subcontractors (e.g., Environmental Accommodation Service) to provide the Service. The Service Provider undertakes to use its best endeavors to ensure that its subcontractors are subject to the same data protection obligations as those set out in this chapter, in particular, that appropriate technical and organizational measures are implemented so that the processing complies with the legal requirements. In the event of a breach by a subcontractor of its obligations concerning personal data, the Service Provider shall be liable to the Agent for such breach;

6.6.2   use the Personal Data in a fully and permanently anonymized form for statistical and/or research purposes during the term of the Account and indefinitely after deletion of the Account.

6.7.   The Service Provider is obliged to

6.7.1   implement appropriate technical and organizational measures so that the processing of personal data complies with the requirements laid down in the legislation and that the Agent's rights are protected. In assessing security, the Service Provider shall, in particular, take into account the risks of accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to, Personal Data;

6.7.2   notify the Agent without undue delay after becoming aware of the Personal Data Breach;

6.7.3   store the Personal Data in a country that is a party to the Agreement on the European Economic Area, including in the case of the use of any third party cloud storage or similar service.

7. CONFIDENTIALITY

7.1   Confidential Information means any Personal Data, as well as any other data (including data relating to the Agent, its employees, contractors, and sub-contractors) submitted to the Environment, and any other information exchanged by the Service Provider with the Agent in the course of using the Service, irrespective of the qualification of such data as Personal Data (the "Confidential Information"). Confidential Information also includes information about the Provider's business, trade secrets, and information for internal use or work organization. In case of doubt, it shall be presumed to be Confidential Information.

7.2   Confidential information does not include information or material:

(a)   that was lawfully available to the public before the use of the Environment or that becomes available to the public after the use of the digital applications other than by breach of the General Terms and Conditions;

(b)   obtained by the Agent or the Service Provider from a third party entitled to provide such information;

(c)   which has been independently acquired or derived by the Agent or the Provider without breach of the General Terms and Conditions of the Environment, unless the acquisition or derivation of such information as part of the Agent's or the Service Provider's obligations in cooperation with the Agent or the Service Provider and/or such information has been passed on by the User or the Service Provider for use by the Agent or the Provider;

(d)   which must be disclosed following legal requirements or court order.

7.3   The Agent or the Service Provider undertakes not to disclose the confidential information, in whole or in part, to any third party or the public without the prior written consent of the Agent or the Service Provider, except to the professional advisors of the Agent or the Service Provider or in cases where the obligation to disclose the information is required by law.

8. RESPONSIBILITY

8.1   The Service Provider shall not be liable to the Agent or to any third party for any loss or damage or any consequences arising from the Service Provider's failure to comply with the instructions and other requirements for the use of the Environment or the General Conditions;

8.2   The Provider and the Agent shall be liable to each other for any damage caused to each other during the period of use of the Environment if one of the parties is in breach of the General Terms and Conditions for the use of the Environment;

8.3   In the event of a breach of the legal requirements governing the protection of personal data, the Service Provider shall be liable following the law.

8.4   In the event of a delay in the invoice payment, the Service Provider shall be entitled to charge the Agent a penalty of 0.05% for each calendar day of delay in payment.

9. FINAL STATEMENT

9.1   The courts of Estonia shall have exclusive jurisdiction over all disputes arising out of or related to the General Terms and Conditions, including disputes regarding the existence, validity, and termination of the General Terms and Conditions. The court of first instance shall be the Harju County Court.

9.1   The illegality, invalidity, or unenforceability of any provision of the General Terms and Conditions shall not affect the validity, legality, or enforceability of any other provision of the General Terms and Conditions. Suppose any provision of the General Terms and Conditions is unlawful, invalid, or unenforceable. In that case, the Service Provider and the Agent shall use their reasonable endeavors in

good faith to replace such provision with a new, valid, and enforceable provision that is as close as possible in economic substance to the original provision that complies with the law.