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

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 - the process that brings together demand and supply between the Agent and the Customer.

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

Account - a personal ID created by the Customer to allow secure access to the Environment.

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

Acceptance of Offer - The final selection made by the Client from a shortlist of Agents, i.e., the acceptance to hire an Estate Agent.

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

Transaction - The end of the Cooperation Agreement between the Agent and the Client, i.e., the notarised act of selling real estate.

1. GENERAL INFORMATION

1.1 These General Terms and Conditions apply between the Client (from now on referred to as the "**Client**") 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 CONDITIONS

2.1 Validity and Modification of Customer Terms in the Environment

2.1.1 The General Terms and Conditions apply to all Customers;

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 consent;

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, 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 Client. The Client is responsible for the security of their Account password. The Customer is prohibited from sharing Account details with others to ensure security.

2.2.3   Immediately after the Account has been created and the Customer has accepted the General Terms and Conditions, the Customer 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 enter into force for the Customer. The Confirmation will be sent to the e-mail address specified by the Customer;

2.2.4   The Customer is responsible for the accuracy of all the data they enter, but the Service Provider has the right to verify the accuracy of the data based on publicly available information and to correct it in the Environment;

2.2.5   The Customer has the right to initiate the deletion of the Account through the Environment at any time. The Provider has the right to limit the immediate deletion of the Account if the Customer has an active Offer in the Environment;

2.2.6   The Service Provider has the right to suspend the provision of the Service to the Customer if information is received about the Customer that they are violating the General Terms and Conditions or the rights of third parties by using 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 Customer and the third party.

2.3   Client rights and obligations

2.3.1   The Client has the right to add Offers to the Environment and to receive collaborative offers from Agents within 48 hours (nomination period) from the submission of the Offer;

2.3.2   The Customer has the right to receive informative technical support and recommendations while editing in the Environment;

2.3.3   It is the Customer's responsibility to inform the Service Provider of any activity or information that could harm the Environment and the Service provided;

2.3.4   The Client must provide accurate and correct information about themselves and the property when creating an Account and submitting an Offer. Submitting a cooperation offer is binding on the Agent, so the data entered by the Client must not be misleading to the Agent;

2.3.5   Collaboration offers made by Agents are active in the Environment for 3 calendar days after the application period, during which the Client has the right to accept the Offer;

2.3.6   The Client is obliged to keep the contents of the Agent's offer confidential and not to share the information with others;

2.3.7   The 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 Client has the right to remain anonymous to the Agents in the Environment until acceptance of the Offer.

2.3.9   After acceptance of the Offer, the Client has the right to remain anonymous to the Agents whose Offer was not accepted by the Client.

2.3.10   The 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;

2.3.11   Upon acceptance of the Offer, the Client has the right to enter into a Cooperation Agreement on the terms and conditions offered by the Agent. The Client confirms that, by accepting the Offer, it is prepared to sign the Cooperation Agreement in good faith within 7 calendar days. The Client grants the Agent the right to

contact the Client and to forward the Cooperation Agreement for inspection within 3 working days of acceptance of the Offer;

2.3.12   The Customer is not permitted to contact an Agent before the Offer has been accepted in the Environment.

2.3.13   The Client is obliged to provide information about the Transaction;

2.3.14   The Client has the right to provide feedback on the Service or the Agent's service;

2.3.15   The Customer has the right to submit complaints by sending them to info@koduline.ee. The Service Provider will reply to the complaints within 3 working days. If the Customer and the Service Provider cannot settle the dispute by agreement, the Customer may refer the matter to the Consumer Disputes Committee. The terms and conditions of the procedure can be consulted, and the application can be submitted at www.komisjon.ee. The Consumer Disputes Committee is competent to settle disputes arising from a contract between the Customer and the Service Provider. The Commission's examination of the customer's complaint is free of charge.

3.   FEE

3.1   The Environment is free of charge for the Client; the Agents pay for the provision of the Service.

3.2   The Customer may agree with the Service Provider to add additional services or to use paid services made available through the Environment by confirming each order separately. The invoice for the service provided shall be submitted by the working day immediately following the day on which the service was provided.

3.3   The due date for payment of the invoice 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 Customer, 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 Customer 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 Customer.

6.   PROCESSING OF PERSONAL DATA

6.1   The Service Provider is the data controller;

6.2   The Service Provider processes the following personal data: the User's first name and surname, e-mail address, telephone number, and language of communication (from now on: Personal Data).

6.3   The Service Provider processes Personal Data to provide the Service to the Customer. 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 the Agents by the nature of the Service.

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

6.5   The Service Provider guarantees the Users' rights to their Personal Data following the legislation on protecting Personal Data.

6.6   The Service Provider has the right 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. Where a subcontractor breaches its obligations concerning personal data, the Service Provider shall be liable to the Client for any breach of such obligations;

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 while ensuring the protection of Users' rights. When assessing security, the Service Provider shall take into account, in particular, the risks of accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of or access to Personal Data;

6.7.2   notify the Customer 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 using any third-party cloud storage or similar service.

7.   RESPONSIBILITY

7.1   The Service Provider shall not be liable to the Client or any third party for any damage or consequences caused by the failure to comply with the Service Provider's instructions and other requirements for the use of the Environment or the General Terms and Conditions;

7.2   The Provider and the Customer 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 has breached the General Terms and Conditions of use of the Environment;

7.3   In case of a breach of the legal requirements governing personal data protection, the Service Provider shall be liable by the law.

8.   FINAL STATEMENT

8.1 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.

8.2   The illegality, invalidity, or unenforceability of any provision of the General Terms shall not affect the validity, legality, or enforceability of any other provision of the General Terms. Suppose any part of the General Terms and Conditions is illegal, invalid, or unenforceable. In that case, the Service Provider and the Customer must do everything they can in good faith to replace it with a new, legal, and enforceable part that is as similar to the original one as possible regarding what it says and how it works.