**SERVICE AGREEMENT**

31 December 2016

## 1. PARTIES

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| --- | --- |
| **Service Provider (hereinafter the “Provider”)**  Business name **ANTROTSENTER OÜ**  Registry code **12062443**  Address **Ülesõidu 7B, KEILA 76608, Estonia**  Representative **Kerli Paejärv**  Basis of representation **Statutes**  IBAN **EE562200221051777352**  Contact person **Urmas Paejärv**  E-mail [**info@antrotsenter.ee**](mailto:info@antrotsenter.ee)  Phone **+3725518729** | **Event Organizer (hereinafter the “Organizer”)**  Business name  Registry code  Address  Representative  Basis of representation **Authorization/Statutes**  IBAN **EE**  Contact person  E-mail [info@korraldaja.ee](mailto:info@korraldaja.ee)  Phone |

## 2. OBJECTIVE

The objective of this Agreement is to establish mutual cooperation between the Parties in connection with the provision of Service by the Provider to the Organizer and agree upon the related reciprocal rights, obligations, and responsibility.

## 3. AUTHORIZATION

With the signing of this Agreement, the Organizer authorizes the Provider to receive the amount of the transaction payable by the Payer (a person, who participates in the Organizers event and pays a participation fee on registration).

The Service is cancelled if the Organizer does not have a statutory right/valid authorization to undertake financial obligations.

With the signing of this Agreement, the Organizer confirms that all information provided in this Agreement is accurate, truthful and complete, and that the Organizer does not deal with alcohol, tobacco or offering of other services or products for which it lacks a licence, permits or is in conflict with the law.

## 4. SERVICE

Presenting the Organizer’s event information in the events list, collecting participants’ information and participation fees through a website.

Methods of payment are connected to the MakeCommerce services: <https://maksekeskus.ee/service/pangalink/>

Related technical support for the use of the website.

## 5. PAYMENT

The Provider shall transfer the amount paid by the Payers and received by the Provider for the transaction(s) to the Organizer’s bank account no later than 5 days from the start date of each event.

The Parties use offsetting.

In case of any delay in the fulfilment of financial obligations the right to charge interest of 0,05 % per calendar day of the overdue amount, starting from the violation until full payment, applies.

The Provider shall inform the Organizer of a price change via electronic mail at least 2 months in advance.

The Provider does not make cash repayments to the Payer. All Payers’ claims shall be forwarded to the Organizer.

## 6. NOTICES

The Party agrees to cooperate in good faith and comply with and respond to all reasonable requests from the other Party as is necessary for the proper discharge of their duties under this Agreement and inform each other of any obstacles, which may prevent the execution of the object of this Agreement.

Any notices shall be delivered to the other Party using the contact information specified in this Agreement.

The Party shall inform the other Party immediately of any obstacles or possible obstacles in fulfilling contractual obligations.

The Parties act in accordance with good faith and reasonability principles in order to avoid any damage.

The Parties shall notify as soon as possible of any fact, which damage or might damage the information systems of the Parties or the performance of the Agreement, as well as of factors that may be necessary for safe operation, maintenance, or fault elimination of the Parties’ technological solutions and systems.

## 7. USE OF CONFIDENTIAL INFORMATION

The Parties agree to keep the Payer’s confidential information confidential and not to disclose it in any way to third parties or to the public, and to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the confidential Information that may result from their action or inaction.

The Party is obligated to disclose such information to satisfy statutory requirements to the minimal extent required, if possible, in a generalized form with the notation “confidential”.

The prohibition concerning the use of confidential information does not expand to the employees of the Parties or other persons related to the performance of the Agreement on the condition that the Party assures that such persons maintain confidential information, nor to Parties’ auditors, legal counsels, and banks, to whom the confidentiality obligation expands.

The Provider confirms that every Payer shall be properly informed before they enter MakeCommerce, which enables the Parties to process the Payer's personal information in the necessary manner, form, and scope.

## 9. ENTRY INTO FORCE, AMENDMENTS, TERMINATION OF AGREEMENT

The Agreement shall enter into force on the date on which it is signed by the Parties.

A motion to amend must be submitted to the other Party in writing. The motion to amend must be answered within ten working days.

This Agreement shall be subject to early termination by mutual written agreement of the Parties at any time.

The Provider shall delete the user account, if it has not been used for more than two years.

If a Party sends a notice of termination to the other Party, then failure to comply will result in the Agreement being considered as terminated after 10 working days.

Upon termination of the Agreement, the Parties shall comply with the financial obligations of the other Party within 10 working days.

The Agreement shall be terminated when all financial obligations are fulfilled.

## 10. FINAL PROVISIONS

All amendments and annexes constitute an integral part of this Agreement.

Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by force majeure.

If any part, term or provision of this Agreement is held to be partially or fully unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected; unless, as a result of the invalidity of a particular provision, the Parties lose interest in the implementation of the Agreement, or the invalid provision will lead to a major change to such an extent that the possibility of other provisions continuing to apply would be obviously unreasonable. In such a case, the Parties undertake to act jointly in order to replace the invalid provision of the Agreement with a valid provision, which is in accordance with the law applicable to the Agreement and corresponding to the extent possible, to the original intention of the Parties.

**Signatures**

Provider ANTROTSENTER OÜ Organizer KORRALDUS OÜ

Manager \_

Kerli Paejärv Representative of the Organizer

(digitally signed) (digitally signed)