

## Terms of Service & Data

By using the SinuLab services: the **myplan.sinulab.ee** web site and databases, hereinafter referred to as "Service", you, hereinafter referred to as "The User", are agreeing with this "Agreement" to be bound by the following terms and conditions as stated in the "Terms of Service & Data" document.

The Service Provider is SinuLab OÜ hereinafter referred to as "Provider", a private limited company established under Estonian law, Estonian commercial register code 12750143, location Mäealuse 2, Tallinn, Estonia.

The Provider reserves the right to update and change the Terms of Service & Data from time to time without notice. Any new features that augment or enhance the current Service, including the release of new features, functionality, tools and resources, shall be subject to the Terms of Service & Data. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service & Data at any time at <https://myplan.sinulab.ee/portal> under section "Guidelines".

Violation of any of the terms below will result in the immediate termination of your Account.

### General

1. If the User does not agree, one should decline this Agreement and immediately stop using the Service. Access to the Service is permitted only to those that fully agree with the terms and conditions of this Terms of Service & Data agreement.
2. The User agrees that this Terms of Service & Data Agreement and the relationship between the parties shall be exclusively governed by the laws of Estonia without regard to conflict of law principles, or international conventions. The exclusive jurisdiction for any dispute resolution is the Harju County Court in Tallinn Estonia.
3. The User must provide one's real full name, a valid email address, and any other information requested by the Provider in order to complete the signup process and use the Service.
4. The Users login credentials (email and password) may only be used by one person. A single login shared by multiple people is not permitted.
5. The User is responsible for maintaining the security of the account and password. The Provider cannot and will not be liable for any loss or damage from the Users failure to comply with this security obligation.
6. The User undertakes to maintain full confidentiality over the User's passwords related to the Service and the User's Account. If the User becomes aware of any unauthorized use of its password or of the User's Account, the User must notify the Provider immediately at [sinulab@sinulab.com](mailto:sinulab@sinulab.com)
7. The User may not use the Service for any illegal or unauthorized purpose. The User must not, in the use of the Service, violate any laws of Estonia or your jurisdiction (including, but not limited to copyright and privacy laws).
8. The User undertakes not to harass, threaten, abuse or harm the Provider or other users of the Service in any way.

### Privacy Policy & User data

1. We only collect following data through myplan.sinulab.ee website & portal forms and query:

- a. First Name, Last Name
  - b. Email address
  - c. Phone
2. All data collected through website and other contacts are confidential and will not be disclosed to third parties.
  3. We adopt appropriate data protection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, passwords, transaction information, any content and data stored on our Service.
  4. SinuLab OÜ owns the copyrights to all material presented in the website. Copying of any material from the website without the consent of the owner is prohibited.

## Fees & Refunds Terms

1. Payments for full package of the MyPlan solution for single User is available after the end of Trial period.
  - Payment is expected to be made to SinuLab OÜ:
  - payment recipient is SinuLab OÜ, Reg No: 12750143,
  - Account: EE142200221062019465 SWEDBANK, SWIFT Code / BIC HABAE2X of
  - the amount 49.- € per year in advance.
2. There is a free 1-month trial for all registered Users. No credit card required for signing up.
3. After the Trial period due date, the features like Self-Assessment, Vision and Notes / Diary are still free for Users.
4. The Service is billed in advance on an annual basis and is non-refundable. There will be no refunds or credits for partially used months or partial annual usage of the Service, no downgrade refunds, or no refunds for months unused within an accessible annually paid account.
5. The annual fee includes VAT and other statutory taxes.
6. Downgrading your Service causes limited useage of Content, features, or capacity of your Account.

## Cancellation and Termination

1. User is solely responsible for properly cancelling your account. User can cancel an account at any time by sending a written request to [sinulab@sinulab.com](mailto:sinulab@sinulab.com) and clearly stating the will to cancel account and all data connected to the account. The email must be sent from the same address that was used to register the account originally.
2. All of the Users account Content will be deleted from the Service upon cancellation within 3 business days. This information can not be recovered once the Account is cancelled.
3. If the User cancels the Service before the end of the current paid up period, the cancellation will take effect immediately and the User will not be charged again.
4. The Provider, in its sole discretion, has the right to suspend or terminate the Users account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of the Users Account or access to the Account, and the disposal and termination of all Content in the Account.
5. The Provider reserves the right to refuse to provide the Service to anyone for any reason at any time.

## Modifications of terms

1. The Service Provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to annual subscription plan fees to the Service, are subject to change upon 30 days notice from Provider. Such notice may be provided at any time by posting the changes to the Sinulab.ee site or to the Portal (myplan.sinulab.ee) under section "Guidelines".
3. The Service Provider shall not be liable to the User or to any third party for any modification, price change, suspension or discontinuance of the Service.
4. The User acknowledges and agrees that the form and nature of the Service may change from time to time without prior notice to the User due to the fact that the Provider is constantly innovating and improving the Service. Also, the User acknowledges and agrees that the Service Provider may stop (permanently or temporarily) providing the Service (or any features within the Service) to the User at the Provider's sole discretion, without prior notice to the User.

## Content and Data Processing terms

1. The Provider's Content is protected by copyright. The User may not copy, distribute, modify, rent, lease, loan, sell, distribute, create derivative works, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof without the copyright owners' respective license.
2. The Provider claims no intellectual property rights over the content the User enters, uploads or provides to the Service ("User Data"). The content uploaded by the User remains the User's.
3. The Provider does not pre-screen Content, but the Provider and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service, if deemed unacceptable.
4. The User undertakes not to create, transmit, display or make otherwise available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, or hateful (including viruses, worms and any other destructive codes).
5. If the User uploads User Data to the Service, such User Data and any processing of such User Data must be in compliance with these Terms and applicable law. By uploading User Data to the Service, User authorizes Provider to process the User Data.
6. The Service Provider as the data processor will assist the User as the data controller in meeting the User's obligations under Regulation (EU) 2016/679, providing subject access, and allowing data subjects to exercise their rights under Regulation (EU) 2016/679.
7. For the purposes of Article 28 of Regulation (EU) 2016/679, these Terms constitute the data processing contract between the User as the data controller and the Provider as the data processor. The User hereby instructs the Provider to process the data as described in these Terms.
8. The Provider provides the Service where the User, as the data controller, can collect, store and organize the personal data of data subjects determined by the User.
9. The Provider provides the services and hosts the personal data by using equipment and facilities based in the European Union.
10. The Provider will process data on behalf of the User until the termination of the Services in accordance with these Terms. Upon termination, the Service provider will store the User's data for a

period of three years, should the User wish to reopen the Account to resume the use of the Services or to export User Data, unless instructed otherwise by the User. The Provider deletes or returns all the personal data to the controller after the end of the provision of services relating to processing and deletes existing copies unless Union or Member State law requires storage of the personal data.

11. The Provider ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The Provider takes all measures required pursuant to Article 32 of Regulation (EU) 2016/679. The Provider undertakes to make available to the controller all information necessary to demonstrate compliance with their obligations.

## Conditions

1. Use of the Service is at the Users sole risk. The service is provided on an “as is” and “as available” basis.
2. Among other things the Provider does not represent and warrant to the User that:
  - the User's use of the Service will meet the requirements set by User;
  - the User's use of the Service will be uninterrupted, timely, secure or free from error;
  - any information obtained by the User as a result of the User's use of the Service will be accurate, correct, reliable and up to date;
  - defects in the operation or functionality of the Service will be corrected.
3. Technical support is available via email.
4. No warranties (including for satisfactory quality, fitness for purpose or conformance with description) apply to the Service except to the extent expressly stipulated in the Agreement.
  - The Service Provider is not liable for any direct, indirect or consequential damage (including loss of job, loss of data, loss of goodwill or reputation) of the User which may be incurred to the User in relation with the Service, including:
    - damage resulting from any changes which the Service Provider may make to the Service;
    - damage resulting from any permanent or temporary interruption in the provision of the Service;
    - damage resulting from deletion of, corruption of, or failure to store, any User's Content;
    - damage resulting from the User's failure to provide the Service Provider with accurate account information;
    - damage resulting from the User's failure to keep the User's password or the details of the User's Account secure and confidential.
5. The User must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service.
6. The User hereby understands that Provider uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
7. The User hereby agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Provider.
8. The User indemnifies the Provider, its employees, agents, licensors, suppliers, etc. for any and all claims, liabilities, losses, expenses, damage and costs, including attorney's fees, resulting from the breach of the Agreement, and from the activities on the User Account.

9. The Provider may, but has no obligation to, remove the Content and Accounts containing Content that Provider determines in its sole discretion as unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service & Data.
10. The User agrees that the Provider may provide the User with notices, including those regarding changes to the Agreement, by email, regular mail, or postings and notifications in the Service.
11. The User understands that the technical processing and transmission of the Service, including the Users Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
12. The User must not transmit any worms or viruses or any code of a destructive nature.
13. While the Provider prohibits such conduct and Content on the Service, the User understands and agrees that the Provider cannot be responsible for the Content posted on the Service.
14. The failure of Provider to exercise or enforce any right or provision of the Terms of Service & Data shall not constitute a waiver of such right or provision. The Terms of Service & Data constitutes the entire agreement between the User and Provider and govern the use of the Service, superceding any prior agreements between the User and Provider (including, but not limited to, any prior versions of the Terms of Service & Data).
15. The Agreement is governed by Estonian law.
16. In case the Agreement has been translated into some other language than English and there are contradictions between the English version and the translation, then the English version shall prevail over the translation.
17. Any disputes related to the Agreement are to be solved by means of negotiations. If the dispute cannot be solved by means of negotiations, the dispute shall be solved in Harju County Court, Estonia.
18. The User agrees to receive regular information and notifications from the provider related to the use of the Service.

Questions about the Terms of Service & Data should be sent to [kontakt@sinulab.ee](mailto:kontakt@sinulab.ee) .

## Processors

1. By agreeing to these Terms, the User grants the Service Provider a general authorization in the meaning of Article 28 (2) of Regulation (EU) 2016/679 to engage processors for the purposes of providing the Services.
2. Processors:
  - Zone OÜ - hosting service in Estonia