

STAFFLOGIC TERMS OF USE

1. Definitions

User	a natural person who uses Stafflogic on behalf of and for the benefit of a customer
User account	User profile associated with the customer's account for use by Stafflogic, which is used to identify the user, provide personal access to the Services, and change and save settings
Terms	the following standard terms of use of the Stafflogic Profile associated with a specific Client in the Client's account, which is used to identify the Client, access the services related to the Client, and change and save settings
Client	a person engaged in a professional or economic activity who has entered into a contract with Leanest
Agreement	Agreement on the use of Stafflogic
Leanest	Leanest OÜ (commercial register code: 14058380)
Side(s)	Leanest or Customer in the singular, depending on the context and plural
Content	User-added data, works, and other materials (video, photo, image, chart, text, etc.)
Human Resources	Client interface, website and services in the package
Neighbor's customer	A computer program that can be downloaded from a website through which you can access the Services
Service	Any services provided by Leanest to Users through the Website or Customer interface or otherwise under the Agreement
Website	All online documents (including images, videos, PHP and HTML files) contained in the domain www.stafflogic.ee

2. General principles

2.1. Stafflogic is an integrated software solution for planning and calculating working time for persons involved in economic and professional activities.

2.2. The staff logic reflects the basic general requirements arising from the labour law rules on the organisation of matters relating to working time, but cannot ensure that all the requirements laid down in the special provisions are met. The Client and Users must make sure that Stafflogic operates in accordance with their needs and requirements arising from applicable laws, in particular labor laws.

2.3. In order to use all the functions of Stafflogic, the Client must create a Client's account and install the Client's interface on his/her Users' computers. This is not necessary if the use is limited to browsing the website.

2.4. Stafflogic may only be used to the extent, purpose and purposes for which the Stafflogic function was created and made available to Customers and Users. Use should be carried out in accordance with the terms of use, advice and instructions provided in the Stafflogic support environment, as well as good practices and legislation.

2.5. The Client or the User may not:

- 1) to use Stafflogic to commit or incite a criminal act;
- (2) use Stafflogic to the extent that it does not agree to the Terms of Use;
- (3) send promotional letters, bulk mails and other Content to other Users through Stafflogic that are contrary to the requirements set forth in the Terms of Use;
- (4) use Stafflogic in any other unauthorized manner.

2.6. Leanest has the right to do so at any time, regardless of the reason

- 1) to change and update the technical structure and functionality of Stafflogic;
- (2) suspend or terminate the Personnel Logic Proposal and close any part thereof;
- (3) impose restrictions on the use of certain parts or features of Stafflogic (e.g., the amount of data required to use the Services, the speed at which the Content is loaded, the amount of Content stored, etc.);
- (4) refuse to grant access to Stafflogic or offer it to any User. Leanest must notify the Customer and Users in advance of the most important changes within a reasonable period of time before their entry into force.

3. Terms of Use

3.1. The Terms of Use are an integral part of the Agreement. Leanest may set separate additional terms (such as price packages and user manuals) for each Service, which are considered an integral part of the Terms of Use. Customer and Leanest may agree on or supplement the terms of the Agreement that differ from the Terms of Use.

3.2. If the User does not agree with the Terms of Use or their amendments, he/she does not have the right to use Stafflogic and this must be terminated immediately.

3.3. Leanest has the right to unilaterally amend the Terms of Use at any time by posting a new version of the amended Terms of Use on the Website. Leanest may modify the Terms of Use in the following cases:

- 1) amendments to existing legislation or its interpretation;
- (2) a court decision, administrative act, or regulatory act that is binding upon the modification of the Terms of Use;
- (3) replace an existing Service, terminate an offer, or introduce a new Service;
- 4) significant changes in the technical structure or functionality of Stafflogic;

- (5) offers and complaints from customers and users;
- 6) the need to improve data protection or other security measures;
- 7) Changes in the leanest business model, work organization, permits;
- (8) technological advances that allow us to improve the comfort, quality, and safety of Stafflogic users;
- (9) in other unforeseen cases where changes to the Terms of Use are reasonably justified.

3.4. Leanest notifies the Clients of changes to the Terms of Use on the Website and by a separate notice, using the Client's contact information, at least 14 days before their entry into force. If the Client does not agree with the aforementioned changes, the Client has the right to terminate the Agreement within 14 days before the amendments come into force. If the Customer continues to use Stafflogic after the expiry of the aforementioned 14-day period, the Customer shall be deemed to have accepted the changes to the Terms of Use.

4. Conclusion of the contract

4.1. Before concluding the Agreement, the Client must carefully review the Terms of Use and, at the request of Leanest, confirm that he has done so. The Client must ensure that its Users have also carefully read the Terms of Use.

4.2. By concluding the Agreement, the Client or his/her representative confirms that:

- (1) all the information provided by it and all its statements are accurate, true, complete and substantial;
- 2) is a fully capable natural person (at least 18 years old) or has the consent of his/her legal representative to conclude the Agreement and use Stafflogic;
- (3) he/she has all rights and authority to enter into the Agreement on behalf of the Client and to use Stafflogic. The above endorsements are assumed to be accurate and Leanest is not required to verify them.

4.3. The moment when the User starts using Stafflogic on behalf of the Client shall be considered as the conclusion of the Agreement, for example, when the User arrives at the Website page or logs in to his/her account for the first time using the Client's interface.

4.4. Leanest has the right to refuse to enter into a Agreement with any person, even if such person has agreed to the Terms of Use.

5. Customer Account and User Account

5.1. In order to use the main functions of Stafflogic, the Client's account and the User's accounts are required. Each person engaged in professional or economic activity is entitled to only one Client account. If a natural person is related to several Clients, a separate User account is created for that natural person in each Client's account.

5.2. User accounts are managed by the Client, i.e. The Client has the right to create, modify and delete User accounts at any time at its sole discretion, including updating the passwords and data about the User account of the User.

5.3. Each time the User logs in to Stafflogic using his/her account, the User confirms that:

- (1) all the information provided by it and all its statements are accurate, true, complete and substantial;
- (2) he/she is a natural person who has full capacity (at least 18 years of age) or has the consent of his/her legal representative to use Stafflogic;
- (3) has all rights and authority to use Stafflogic on behalf of the Client. The above endorsements are assumed to be accurate and Leanest is not required to verify them.

5.4. When creating an account, the Account ID and password are assigned to the Client and the User, respectively, which can be used to log in to Stafflogic. The Client and Users undertake to keep their ID and password secret and that they do not fall into the hands of third parties.

5.5. The Client or User must immediately inform Leanest

- (1) misuse of your account;
- (2) loss or possession of a third-party password;
- (3) change of position, resignation or any other reason for which the User is no longer entitled to use Stafflogic on behalf of the Client. In this case, Leanest will take all reasonable steps to reset your password, protect your account, or delete it.

5.6. The Client's Account and the User's Account shall be valid for an indefinite period of time until the termination or termination of the Agreement. If the Customer has requested Leanest to terminate the Customer's account and/or the linked User Account, Leanest will consider this to be termination of the Agreement or any part thereof for the Customer's sake.

6. Payment

6.1. Leanest has the right to set a fee for the use of Stafflogic by publishing the relevant price packages. To use Stafflogic, the customer must choose the right paid price packages.

6.2. Before choosing the paid price package, the Customer may try Stafflogic for the first time

The reference solution is free of charge for 30 days. Leanest will not issue an invoice to the Customer for the trial period. Nevertheless

invoice the Leanest customer for the period after the trial period no later than 7 days in advance

end of the probationary period. If the Customer wishes to use Stafflogic after the trial period has ended,

To proceed under the paid price package, they need to choose the right paid package and pay

On this basis, the advance payment for the next period shall be made no later than the end of the probationary period. If the customer does not do so

At the end of the trial period, Leanest has the right to immediately close the customer account and user accounts

with all Content attached thereto and automatically terminate the Agreement.

6.3 If the Customer wishes to use an advanced solution instead of a standard solution, or custom custom solution, they need to notify Leanest of their respective request via email.

stafflogic@leanest.ee

6.4 Payment according to the Price Package is made on the basis of periodic prepayment, i.e. The customer pays Personallogic

for each subsequent period. Unless otherwise agreed, the duration of one period shall be 30 calendar days.

6.5. The advance payment made is non-refundable, including in cases where:

(1) The Client has not used Stafflogic during the prepayment period or has only done so

Partially;

(2) The customer changes the Stafflogic price package;

(3) The Customer unilaterally terminates the Agreement in accordance with the Terms of Use or on the basis of the law, without

Leanest would have breached the agreement;

(4) Leanest unilaterally terminates the Agreement in accordance with the Terms of Use or on the basis of the law.

7. Contents

7.1. Leanest offers the Customer a content storage and management service using Stafflogic. The content is stored on a server managed by Leanest. By entering into the Agreement, the Client agrees that the Content will be stored on a server managed by Leanest.

7.2. Leanest takes the necessary security measures to protect the Content from unauthorized persons and malware and to ensure that the Content is retained for the entire term of the Agreement. Customers do not have access to each other's Content, i.e. each Client's Content is separate from the Content of other Clients. Users may only access the Content to which the Client has granted the relevant access rights to Stafflogic.

7.3. If the User adds Content to Stafflogic, he/she must ensure that it is accurate, correct, complete and appropriate, in accordance with the Agreement, the Terms of Use, good practice and legislation.

7.4. The User may not add Stafflogic Content that contains viruses or other computer programs and files that damage or otherwise interfere with the normal operation of Stafflogic or that are stored on Leanest or the User's computers and interfere with or impair their normal operation.

7.5. By using Stafflogic, the Client and the User undertake to comply with all laws in force in the Republic of Estonia. This means, among other things, that the User may not add Stafflogic content that he does not have the authority to add to the person concerned.

8. Intellectual property

8.1. Stafflogic, all parts and elements thereof are protected by intellectual property rights owned by Leanest, its employees or Leanest partners.

8.2. By concluding the Agreement, Leanest allows the Client and Users to use the functionality of Stafflogic for their own internal purposes in accordance with the Terms of Use for the usual purpose for which Stafflogic is intended. Leanest does not grant any other licenses or rights to the Client or the User and neither the Client nor the User acquires any intellectual property rights in Stafflogic solely by using Stafflogic.

8.3. Neither the User nor the Client may copy, reproduce, distribute, process, create derivative works from Stafflogic or otherwise use or sublicense the intellectual property rights created in relation to Stafflogic. It is prohibited to sell, rent, license, expose customer or third-party systems without Leanest's permission for a certain fee, using programs that interfere with or interfere with the work of Stafflogic or distort the Content.

9. Data protection

9.1. Leanest collects, processes and stores the following data about the Client and Users, some of which allow the identification of the Client or Users:

- (1) When registering as a Client, the name and surname of the Client's representative, the Client's ID, email address, telephone number;
- (2) registering as a User, the User's name and email address;
- 3) by issuing an invoice, the Client's name, surname, address and other data in order to comply with the requirements arising from the Law on Accounting;
- (4) The IP address of the User's computer when visiting the Website;
- (5) the time of logging in and logging out of the Client or the User's account;
- (6) Changes to the data, settings and password of the Customer or User Account.

9.2. Personal data is processed in accordance with the Law on Personal Data Protection, other data – in accordance with the Rules of Use and other legal acts.

9.3. Data, including personal data, is processed for the purpose of identifying the Client or User, providing them with Services and transmitting information specified in the Agreement or in the cases specified in the Terms of Use or legal acts.

9.4. If the User adds the Content to Stafflogic that contains personal data, including sensitive personal data, Leanest considers the Client related to this User to be the controller of personal data, which must ensure that such data is processed in accordance with the Law on Personal Data Protection.

9.5. Leanest does not transfer data to third parties, except:

- (1) to its authorised data processors to whom the Customer or User has given prior express consent to the transfer of data;
- 2) in cases established by law, for example, in law enforcement institutions.

9.6. Leanest may use and transmit anonymised data about the User's behaviour and preferences to its contractual partners in order to conduct market research and study consumer habits.

9.7. By creating the Client and User accounts, the Client and the User agree respectively that Leanest may:

- (1) send information about Stafflogic to your email address;**
- (2) to process the Client's and User's data for the purpose of continuous improvement and personalization of Stafflogic;**
- (3) to anonymise the data before it is processed in such a way that it is not possible to identify the Customer or User on the basis of the data, and to process or transmit it for processing in an anonymous form to its contractual partners for other purposes.**

9.8. The Client and the User have the right to demand that:

- (1) Leanest would inform Leanest of the composition and sources of personal data relating to them, the purposes for which they are processed, and the third parties to whom their personal data has been transferred and authorised;
- (2) require Leanest to correct inaccurate personal data;
- (3) request Leanest to stop processing personal data, stop providing access to personal data, and delete or close the personal data collected;
- 4) In case of violation of his/her rights, claim damages and apply to the Data Protection Inspectorate or the court, if the law does not provide for other contestation procedures.

9.9. If the Client or User has exercised the rights referred to in clause 9.8(3) in relation to Leanest and without such data it is impossible to provide the Services to the User, it shall be considered that the User, by submitting this claim, has also submitted a unilateral request to terminate the Agreement. In such a case, Leanest has the right to terminate the provision of the relevant Services to the User.

9.10. The Client and the User shall have access to their data at any time through their account. In order to exercise your rights in relation to personal data and other data, to receive additional clarifications and to submit complaints to Leanest, you must contact Leanest using the contact information provided in the Stafflogic support environment.

10. Support, Maintenance, and Development Services

10.1. Leanest provides various supporting materials for the use of Stafflogic, which are located in the customer interface. In the event of any problems, questions and suggestions, the Client and Users may contact Leanest using the contact information provided in the Client's interface.

10.2. If the Client uses Stafflogic under the paid price package, Leanest shall also provide the Client with all updates and corrections to the version of the Stafflogic technical solution, including software and databases.

10.3. Leanest may, at its sole discretion, close access to Stafflogic for regular maintenance and/or development work by notifying the Customer no later than 1 day in advance.

10.4. If Stafflogic has errors or other functional malfunctions that make Stafflogic no longer usable, Leanest will make every effort to eliminate such failures as soon as possible.

11. Termination of the Agreement

11.1. The Client has the right to unilaterally terminate the Agreement at any time without paying an advance for the use of Stafflogic for another period. In such a case, the Agreement shall be deemed to be terminated with effect from the beginning of the next period.

11.2. Leanest has the right to unilaterally terminate the Agreement if Leanest terminates the Stafflogic offer by notifying the Client thereof no later than two months in advance.

11.3. Each Party has the right to terminate the Agreement without prior notice if the other Party violates the Agreement and fails to remedy such breach within an additional reasonable period.

11.4. Upon termination of the Agreement, the Client must delete the Client's interface from his/her Users' computers.

11.5. Upon termination of the Agreement, Leanest shall immediately close the relevant accounts and as soon as possible after the expiry of two months, but not later than one year after receipt of the relevant request from the Client.

12. The simplest safeguard

12.1. Leanest is not obliged to check the Content added by Users and the User's actions with Stafflogic. Leanest is also under no obligation to monitor User activity or the cached or storage of information or Content that they add or transmit through Stafflogic. At the same time, Leanest has the obligation, arising from the Law on Information Society Services, to inform the competent supervisory authorities of any illegal activities or information provided and to identify the Customers and Users to whom it provides the data storage service.

12.2. If the Client or User violates the Agreement, the Terms of Use, good practices or legislation, Leanest has the right to:

- (1) to remedy the breach or to require that the breach be terminated and that the conduct or Content comply with the Agreement, the Terms of Use, best practices, or the law;

- (2) block the Client's or User's access to Stafflogic or any part thereof, including the temporary closure of the Client's or the User's account;

(3) Terminate the contract without prior notice.

13. Limitation of Liability

13.1. Leanest offers Stafflogic "as is". Leanest makes no additional promises to the customer other than those expressly described in the Terms of Use. For example, Leanest does not promise or make any commitments regarding Stafflogic's specific features, compliance with labor laws, fitness for a specific purpose, reliability, availability, or customer satisfaction.

13.2. Where permitted by applicable law, Leanest shall not be liable for any loss of profits, purely economic damage or property damage caused to the Client or User, as well as for any other indirect, special, consequential, preventive or punitive damages. Leanest is also not responsible for any damages or other consequences caused by the following reasons:

- (1) The Website does not work in some web browsers;
- (2) disputes between Customer and User or Customer or Consumers;
- (3) The inclusion of a Customer or User in Stafflogic Content that is not or is not used in accordance with the Agreement, the Terms of Use, good practices or legislation;
- (4) processing of sensitive personal data that the Client or User includes in Stafflogic in violation of the Personal Data Protection Law;
- (5) Client's management of User accounts, including violations committed by the use of the Client's or User's account, or violations of the Terms of Use, regardless of whether the person has been authorized to use the Client's or the User's account;
- (6) changes in the regulation of labour law, their impact on the business and employment relations of the Clients or Consumers and recognition of the relevant legal acts in the Personnel Logic;
- (7) force majeure and other errors or interferences beyond Leanest's control and which prevent the Customer or Users from using Stafflogic (e.g., internet connection disruptions, etc.);
- (8) errors, irregularities or settings that are not suitable for use by Stafflogic on the Client's or User's devices;
- (9) delays, interruptions or malfunctions caused by regular maintenance and/or improvement work carried out by Stafflogic;
- (10) data processing by third parties to whom Leanest has transferred data with the consent of the Client or the User;
- (11) if leanest becomes aware of an infringement committed or continues through Stafflogic, prevents it or removes access to it, or actively takes other measures to terminate the infringement or eliminate its consequences;
- (12) Loss or access to unauthorized third parties or use of the password of the Customer Account or User Account.

14. Final provisions

14.1. The legislation of the Republic of Estonia shall apply to the Agreement.

14.2. If there is a dispute between the Client and Leanest regarding the Agreement, it shall first be resolved by negotiation or, failing that, in the Harju District Court.