

User Agreement of Osta.ee

20.11.2017-03.05.2021

By registering as a User of Website www.osta.ee or m.osta.ee (hereinafter jointly to as the "Website") or carrying out transactions on the Website, you hereby confirm that you have examined the Terms and Conditions of the present User Agreement (hereinafter referred to as the "User Agreement"), agree to the terms and conditions and undertake to follow them.

The definition **Client** or **User** refers to a private or legal person who has registered as a user of the Website or concludes transactions without creating a user account. The Terms and Conditions of the User Agreement apply to the registered User as well as persons who conduct transactions on the Website without registering a User account. By accepting the present User Agreement and/or using the Website, the Client confirms that he/she has carefully read the User Agreement and agrees that the terms and conditions of the Website and the provided service are binding to the Client.

1. Scope and Interpretation of the User Agreement

1.1. The User Agreement applies to all legal relationships between the Clients and AllePal OÜ, owner of the Website, arising from using the Website service.

1.2. AllePal OÜ (hereinafter referred to as "OSTA.EE") contact information is:

1.2.1. Commercial registry code: 12209337;

1.2.2. Address: according to the commercial registry data;

1.2.3. e-mail address: [klienditugi\(at\)osta.ee](mailto:klienditugi(at)osta.ee).

1.3. The services referred to in clause 1.1 of the User Agreement (hereinafter referred to as the "service") primarily include provision of the environment and opportunity to the Clients to sell and purchase goods and services (hereinafter referred to as "goods") and other services available on the Website.

1.4. In addition to the User Agreement, relations between the Clients and OSTA.EE are governed by the valid legislation of the Republic of Estonia, Website Price List (hereinafter referred to as the "Price List") for the respective service, detailed terms and conditions of the service available on the Website, instructive texts published on the Website and established good practices.

1.5. Any User Agreement provisions in conflict with the provisions of the law and thus invalid do not generally affect the validity of the other provisions.

1.6. All information exchange and communication between the OSTA.EE Website and the Client takes place in Estonian unless otherwise agreed between the Client and OSTA.EE.

1.7. The Website is accessible with common web browsers according to the possibilities created by the OSTA.EE. Website, and the related service functions and developments are decided solely by OSTA.EE.

2. General Service Terms and Conditions

2.1. OSTA.EE provides its Clients with the service of a virtual platform that enables registered Users of the Website to offer goods/services for sale on electronic auctions (hereinafter referred to as the "auction") or at a fixed price (e.g. BuyNow), whereby the Clients using the Website service can browse the offers, participate in auctions with the purpose of purchasing goods and use other Website services.

2.2. In case of an item/service sold for a fixed price, the sales contract between the Seller and the Buyer is deemed concluded when the Buyer makes a purchase offer according to the terms and conditions specified in the sales offer. In the case of selling the item/service in the form of an online auction, the sales contract is deemed concluded when the highest bid is submitted. The Buyer will not be able to withdraw his/her bid.

2.3. The sales and other contracts are entered between the Clients themselves and the Clients are fully responsible for due performance of the contracts.

2.4. The parties are responsible for performance of the entered contract in full. The parties shall commence activities for fulfilment of the contract (e.g. start negotiations on delivery and receipt of the item) no later than within 7 days as of entering the contract and conclude the transaction within 21 days at the latest, to which delivery time indicated by the Seller shall be added unless a shorter delivery time is stated in the sales conditions or other delivery time is agreed. The parties shall conclude the contract in full, i.e. fulfil their obligations towards each other: the Buyer shall pay for the item/service and receive it or collect it; the Seller shall send or hand the item/service over to the Buyer. Due dates are calculated as of the moment of entering the sales contract, e.g. as of the ending of a successful auction or conclusion of BuyNow (applies to all due dates specified in the User Agreement, unless stated otherwise).

2.5. The Buyer shall accept the purchased item/service without undue delay pursuant to clause 2.4 of the User Agreement. Upon receipt, the Buyer shall immediately inspect the received item(s) and packaging and ensure its compliance with the contractual terms and conditions and sales offer description.

2.6. Upon delivery of the item, the Client shall consider the possible risks related to the chosen transportation as well as the packaging requirements of the transportation service provider.

2.7. If it becomes evident upon receipt of the item that the item, incl. packaging, has been damaged during transportation, the Buyer may refuse to accept the delivery provided that the circumstance on which the refusal is based is documented with a photograph or a video recording that can be used to prove the given circumstance.

2.8. OSTA.EE does not participate in sales and other transactions conducted between the Clients on the Website, nor does OSTA.EE act as an agent, broker, representative, commission agent, etc. of the Client unless separately agreed otherwise. OSTA.EE is not a party to a sale or another contract and shall not accept any commitments in front of the Buyer and the Seller. Among other things, but not only, OSTA.EE is not responsible for:

2.8.1. The quality and features of the items sold/purchased via the Website;

2.8.2. The accuracy and legality of information published by the Client on the Website;

2.8.3. Inappropriate or unlawful behaviour of the Client.

2.9. The exchange of any notices and information between the Client and OSTA.EE takes place in writing in electronic form using the contact details provided in the User Agreement or on the Website, unless provided otherwise. OSTA.EE is not responsible for communication interruptions of the Client resulting from the technical failures or technical solutions of the e-mail service provider.

2.10. The Website and intellectual property rights thereof belong to OSTA.EE. By providing works/items protected by copyright or other intellectual property rights to the Website, the Client shall grant a non-exclusive royalty-free licence for exercising the existing economic rights concerning these works to OSTA.EE, including the right to use the works submitted by the Client in any manner, to authorise and prohibit use of the work on the Website, reproduce, distribute, translate, make adaptations, add the works to collections or databases and communicate the work to the public. The Client shall ensure and guarantee that the Client, OSTA.EE and other users of the Website are not in breach of copyrights and other intellectual property rights of third persons by using the Website. Failing to do so results in the obligation of the Client to compensate the resultant damage and other costs.

3. Rights and Obligations of the Client

3.1. The Client shall:

- 3.1.1. Submit completely correct Personal Data and contact information, including signing up with his/her correct and complete name and valid e-mail address upon registering as a User of this Website and also update his/her information according to clause 3.1.12 of the present Agreement;
- 3.1.2 Avoid using the Website for fraud or any other illegal transactions;
- 3.1.3. Submit only correct information when using the Website, incl. correct information about the items on sale (data describing the actual conditions of the item);
- 3.1.4. In addition to the final price of the item, the Seller may request that the Buyer reimburse the foreseeable and actual delivery charges of the item from its actual location to the location determined by the Buyer and ownership transfer costs stated in the sales or other contract, whereby all costs must be known to the Buyer at the moment of transaction. Other costs (incl. VAT and packaging fee) must be included in the item price;
- 3.1.5. Ensure that data entered by the Client (incl. item description, photos, electronic information, files, programs, e-mails, etc.) in the course of using the Website:
 - 3.1.5.1. Are not misleading, inaccurate and/or wrong;
 - 3.1.5.2. Do not include offers for the sale of prohibited items;
 - 3.1.5.3. Do not violate proprietary and non-property rights (incl. intellectual property rights) of third persons; among other things, it is forbidden to offer pirated copies of items, use trademarks to promote items not related to these trademarks and add marked photos copied from other portals;
 - 3.1.5.4. Comply with laws and regulations (incl. legislation governing consumer protection, competition and export/import of goods);
 - 3.1.5.5. Are not contrary to good morals;
 - 3.1.5.6. Do not contain viruses and other computer programs or files that interrupt, damage or otherwise interfere with normal use of the Website and/or may be stored on the Client's computer as a result of using the Website and/or interrupt, damage or otherwise interfere its normal functioning;
 - 3.1.5.7. Are not linked to and do not contain information about a competitive website unless specifically agreed with OSTA.EE.
- 3.1.6. Refrain from artificially increasing the item price by entering offers him/herself for items he/she has put up for sale and/or using related persons such as relatives or acquaintances to increase prices.
- 3.1.7. Sell the item to the highest bidder. In other cases (e.g. BuyNow), the Seller of the item shall sell the item to the person who made an offer in compliance with the announced terms and conditions;
- 3.1.8. Buy the auctioned item if his/her bidding was the highest. In other cases (e.g. BuyNow), the Buyer of the item shall buy the item if he/she made an offer in compliance with the announced terms and conditions;
- 3.1.9. Not compile databases/lists of Website Clients and Users for any purpose;
- 3.1.10. Refrain from submitting demands against OSTA.EE except in case of demands directly arising from the User Agreement;
- 3.1.11. Maintain the password and username required for using the Website in a manner that prevents them from falling into the hands of third persons, except if the Client has authorised such third persons to represent him/her in using the services. Among other things, the Client understands and agrees that he/she is personally responsible for the confidentiality of his/her account-related username and password.
- 3.1.12. Immediately amend all changed information and circumstances or if amending him/herself is not technically possible, inform OSTA.EE about such changes via e-mail.

3.1.13. Immediately inform OSTA.EE via e-mail if his/her fixed password or username required for the Website is lost or has fallen into the hands of third persons;

3.1.14. Refrain from simultaneously putting the item he/she offers for sale on Website up for sale outside of the Website, except if he/she refers to the offer on the Website (except online shops);

3.1.15. Refrain from encouraging any transactions outside of the Website in case of active auctions, incl. publishing his/her own contact data in an item description (and questions-answers) except if the other party wishes to examine the item. OSTA.EE may interpret the publication of contact information as an intention to effect the transaction outside of the Website system;

3.1.16 Refrain from changing the auction description after the first bid has been made. The auction description can only be changed when the auction is still on hold or has not yet been opened or in case of an ongoing auction until the first bid has been made. Additional services can be ordered and photos can be added;

3.1.17. Accept OSTA.EE e-account payment (deposit payment) and e-account transfer as the payment method for fulfilling the entered sales and other contracts. The Client may not impose any special conditions resulting from method of payment, incl. set different sales terms and conditions or add an extra charge to the item.

3.2. By performing transactions on the Website, the Client confirms that he/she:

3.2.1. Is a person with legal capacity and has the right to perform transactions enabled by the Website;

3.2.2. Duly performs all Client obligations specified in the User Agreement;

3.2.3. Is aware that sales and other contracts are entered between the Clients, and the Clients are fully responsible for due performance of the contracts;

3.2.4. Is aware that entering sales and other contracts entails a legally binding obligation and failure to fulfil such an obligation results in a breach of the obligation and brings about the liability for caused damage;

3.2.5. Is aware that declaration and payment of any taxes (incl. income tax, VAT and social tax) on entered transactions arising from use of all services lies upon the Client;

3.2.6. Is aware that if the fixed password and username required for using the Website is made available to third persons, such third persons will be able to take on obligations that are binding for the Client and fulfilment of which is the obligation of the Client and that OSTA.EE bears no obligation to additionally verify (i.e. except username and password) the person using the Website.

3.2.7. Is aware and agrees that OSTA.EE has the right to process the Personal Data of the Client according to the legislation valid in the Republic of Estonia and Privacy Policy of OSTA.EE.

3.2.8. Has examined and accepts the valid Price List and other terms and conditions stated with clause 1.4.

3.3. A person of 7 to 18 years of age can make a purchase or make an offer on an auction within the limits of means available for free use on his/her e-account;

3.4. The Client shall pay a fee for services provided to him/her according to the OSTA.EE Price List regardless of whether transaction with the item was actually carried out or at what price the Clients entered the transaction. If the handling of a claim to OSTA.EE reveals that the transaction was not executed due to circumstances arising from the Buyer, the commission fee for the transaction calculated based on the Price List shall be returned to the Seller.

3.5. The Client shall immediately pay for provided services to the OSTA.EE bank account within 7 days as of OSTA.EE submitting the electronic invoice, unless agreed otherwise. OSTA.EE is entitled to demand interest for delayed payments in the amount of 0.066% per delayed day. Overdue invoices shall be forwarded to a person engaged in debt recovery (debt collection agency) 4 weeks as of issuing the invoice, and all expenses related to debt recovery shall be born by the Client.

3.6. The Client has the right to submit a claim on sales contracts entered via the Website to OSTA.EE. The claim must be submitted within 21 days as of entering the sales contract on the terms and conditions stated in clause 2.2, except if a delivery time has been set for delivery of an item sold/purchased in an auction, in which case the 21 day deadline for submitting the claim is extended by the time of the stated delivery term of the respective product.

3.7. The Client has the right to rely on remedies provided by law in the event of non-compliance of OSTA.EE services to the User Agreement.

4. Rights and Obligations of OSTA.EE

4.1. Considering reasonable circumstances and based on own reasonable assessment, OSTA.EE has the right to limit or terminate the right of a Client to use the Website, change the information published on the Website by the Client, close an offer or Client's user account and prevent the Client from re-registering as a new Client:

4.1.1. If the Client is in breach of the User Agreement or the obligations of the Client resulting from it;

4.1.2. If the Client has submitted false, misleading or inaccurate information when registering as a Website user or during using the Website;

4.1.3. If the Client knowingly and intentionally spreads false information on the OSTA.EE website, insults other persons in any way or behaves in an undignified manner;

4.1.4. If due to some other valid reason.

4.2. OSTA.EE has the right to monitor activities on its Website at any time, incl. monitoring the activities of Website users. OSTA.EE may investigate all alleged breaches of the User Agreement and use any legitimate means for this purpose.

4.3. OSTA.EE has the right to remove Client offers and consents and entered data from the Website at any time if these are contrary to the User Agreement, good morals, valid legislation or other terms and conditions stated in clause 1.4.

4.4. With the purpose to improve usage of the Website, OSTA.EE has the right to re-arrange data within the Website without altering the content of Client offers.

4.5. The Client has the right to protest the decision of OSTA.EE stated in clause 4.1 by submitting a respective e-mail to sisekontroll(at)osta.ee. OSTA.EE shall review the protest and leave the decision in force, amend it or cancel it.

4.6. OSTA.EE has the right to charge the Client for using the service according to the Price List. For that purpose, OSTA.EE shall issue an electronic invoice to the Client. If requested by the Client, OSTA.EE will also present the invoice to him/her in written form.

4.7. OSTA.EE has the right to demand a contractual penalty from the Client of up to 20% of the final offer price but not more than 15 euros in the case of a breach of Client obligations stated in clauses 3.1.1 - 3.1.17. The Client is additionally required to compensate paid auction-related fees to the other contractual party for services provided by OSTA.EE with the exception of the commission fee.

4.8. OSTA.EE provides an e-account and e-account booking (deposit) service for fulfilling sales and other contracts entered by the Clients.

4.9. OSTA.EE has the right to complete the transaction between the Buyer and the Seller (e.g. releasing deposit payment) if performance of the sales or other contract by one of the parties is verified and the right to reverse the transaction operations (e.g. payment) if failure to fulfil the sales and other contract by one party has been verified.

5. Amendment of the User Agreement and Terms and Conditions

5.1. OSTA.EE has the right to unilaterally change and supplement the User Agreement, Price List and other terms and conditions stated in clause 1.4 at any point of time in relation to development of the Website and services and their improved and more secure use.

5.2. OSTA.EE shall notify the Client of changes in clause 6.1 through notices published on the Website.

5.3. The changes stated in clause 5.1 shall become valid as of publication of the respective notice on the Website. The Client has the right to cancel the services if he/she does not accept the changes. The Client agrees to the changed terms and conditions by continuing to use the Website services.

6. Responsibility

6.1. The service and any content or service or feature related to the Website or made available through the Website is provided on the basis of "as is" or "as available" principle without any directly or indirectly expressed guarantee. OSTA.EE disclaims all guarantees to the extent possible under applicable law.

6.2. OSTA.EE is not responsible for circumstances including, but not limited to:

6.2.1. Any interruption, stall, stop or other inaccessibility of the Website or service;

6.2.2. Program errors, viruses, Trojans, etc. distributed or transmitted by someone to the Website or via its services;

6.2.3. Deletion of any content or data or impossibility to save content or data;

6.3. OSTA.EE is not responsible for any violations committed by the Client against third parties.

6.4. The Client shall compensate any expenses, losses, claims, pecuniary claims and costs (incl. legal costs) directly or indirectly resulting from an infringement committed by the Client to OSTA.EE and cooperation partners and subcontractors of OSTA.EE used for provision of services by OSTA.EE

6.5. OSTA.EE is not responsible for any of the circumstances caused by a circumstance reasonably beyond OSTA.EE's control, including, but not limited to, natural disaster, storm, fire, earthquake, explosion, flood, war, civil disturbance, rebellion, terrorism, lock-out or other job action, embargo, crime, weather and climate conditions, failure or inability of a third person to fulfil its obligations, power outage, any confiscation by a government or a government agency, their actual or potential measure.

7. Duration and Expiry of the User Agreement

7.1. The User Agreement is valid without a term.

7.2. OSTA.EE has the right to extraordinarily terminate the User Agreement due to the presence of circumstances stated in clause 4.1 if the breach committed by the Client does not enable the Client to continue to use the Website according to reasonable estimations of OSTA.EE. If continued use is possible and reasonable due to circumstances, OSTA.EE shall set a deadline for termination of the violation and shall extraordinarily terminate the User Agreement if the set deadline is not met.

7.3. The Client has the right to terminate the User Agreement at any time and demand his/her user account to be closed, if he/she has fulfilled all prior obligations in front of OSTA.EE and the other Clients and the deadline set for submitting claims stated in clause 3.6 has passed since his/her last transaction.

8. Final Provisions

8.1. Legal relations between the Client and OSTA.EE arising from the User Agreement are governed by the legislation valid in the Republic of Estonia.

8.2. Any disputes arising from using the Website shall be solved between the Client and OSTA.EE by means of negotiations. If agreement cannot be reached, the Client may take the matter to the Consumer Disputes

Committee, ODR environment at <http://ec.europa.eu/odr> or Harju County Court on terms and conditions under the legislation in force.