Terms of Use

Entytech OÜ

Tallinn **Updated 23.09.2026**

ATTENTION: Please read these terms of use carefully before using the website https://enty.io/, https://app.enty.io. By using the website https://enty.io/, https://app.enty.io, you unconditionally accept these terms of use.

This Agreement is entered into between you (the **Client**), Entytech OÜ, a private limited company incorporated under the laws of Estonia, registration number 16080939, address Tornimäe street 5, Harju district, Tallinn, 10145 ("**Enty**") and DigiRepresent Services OÜ, a private limited company incorporated under the laws of Estonia, registry code 14772172, address Tornimäe street 5, Harju district, Tallinn, 10145, holder of the activity licence for the provision of trust and company services No. FIU000382 ("**DigiRepresent Services**").

1. DEFINITIONS

1.1. The following terms used in these Terms of Use have the meanings outlined in this paragraph:

Accounting Period	The period according to the chosen Subscription Plan (month, quarter and year).
Accounting Services	Additional Services (as specified in Clause 5.5 of the Agreement) provided by Enty (which may engage Partners) and available to the Client via the Personal Account.
Additional Services	The Virtual Office and Incorporation Services (which are Regulated Services provided by DigiRepresent Services), Tax and Legal services (provided by Partners), and Accounting Services (provided by Enty, which may engage Partners), in each case provided or made available to the Client via the Personal Account.
Agreement	These Terms of Use and any annexes and supplements thereto.
Business Day	Means a day on which the banks are ordinarily open for the transaction of normal banking business in Estonia and the Netherlands.
Client	A natural person with full legal capacity, or a legal entity represented by a person who has authorisation from the legal entity to accept the terms and conditions of this Agreement. The Client should not be a resident or should not be controlled or associated with residents of Prohibited Countries, included in the UN and/or the EU sanctions'

	list(s), be a politically exposed person or a family member of a politically exposed person.
DigiRepresent Services	DigiRepresent Services OÜ, a private limited company incorporated under the laws of Estonia, registry code 14772172, address Tornimäe street 5, Harju district, Tallinn, 10145, holder of the activity licence for the provision of trust and company services No. FIU000382, which provides the Regulated Services to the Clients as the licensed provider.
DigiRepresent Terms	The terms and conditions of DigiRepresent Services applicable to the provision of the Regulated Services, available at https://app.enty.io/static/pdf/digirepresent_terms_of_use.pdf (as updated from time to time), which the Client also accepts by requesting or using a Regulated Service.
Enty	Entytech OÜ, a private limited company incorporated under the laws of Estonia, registry code 16080939, address Tornimäe street 5, Harju district, Tallinn, 10145.
Fee	The Service fee and/or the License fee.
Fee Schedule	Price list for Subscription Plans or Additional Services. Available on the Website upon the link https://enty.io/pricing.
Incorporation Services	The services related to the incorporation of legal entities. These are Regulated Services provided by DigiRepresent Services under its activity licence; Enty provides the related technology and facilitation.
KYC Procedures	Client due diligence procedures established under the laws of Estonia (Estonian Money Laundering and Terrorist Financing Prevention Act).
Salt Edge	Companies that are providing financial information services under the brand name "Salt Edge": • Salt Edge Limited; • fino run GmbH
Salt Edge Rules	Terms of use (available upon the link https://www.saltedge.com/dashboard/fino_ais_terms) and Privacy policy (available upon the link https://www.saltedge.com/dashboard/fino_privacy_polic

	y) governing relations between the Client and Salt Edge regarding the use of financial information services.
Party or Parties	Enty, DigiRepresent Services and the Client (depending on the context).
Partner	Third-party providers providing Additional Services to the Clients. For the avoidance of doubt, Regulated Services are provided by DigiRepresent Services as a licensed provider, and not as a Partner.
Personal Account	Protected pages of the Website available upon registration (authorization) that allow the Client to perform actions foreseen by the functionality of the Website.
Prohibited Countries	The EU and FATF listed high-risk jurisdictions and other monitored jurisdictions as well as any other jurisdiction which is not within the scope of Enty's risk appetite.
Regulated Services	The Virtual Office (contact person and registered (legal) address services), the Incorporation Services and any other trust and company services, in each case provided by DigiRepresent Services under its activity licence No. FIU000382.
Subscription Plans	Bundle of Additional Services. The list of Subscription Plans is available at the link https://enty.io/pricing
Virtual Office	Address and contact person services, which are obligatory for an Estonian company if the Management Board of the company resides outside of Estonia. These services are Regulated Services provided by DigiRepresent Services as the holder of activity licence No. FIU000382.
Website	The collection of information, texts, graphic elements, design, pictures, photos and video and other intellectual property, as well as the software in the information system available over the Internet at the network address https://enty.io/, https://app.enty.io.

1.2. The rest of the terms and definitions in the text of the Agreement are interpreted by the Parties according to the current regulations of Estonia.

1.3. The sections (of clauses) of the Agreement are for convenience only and shall not in any way affect the meaning or interpretation of the Agreement.

2. Conclusion of the Agreement

2.1. The text of the Agreement contains all necessary conditions and expresses Enty's offer to conclude the Agreement with the Client.

2.2. To accept the present offer, the Client shall complete the registration form on the Website or sign up with the social network account available to authorize on the Website.

2.3. The Agreement is considered concluded between the Parties once the Client accepts the Agreement according to clause 2.2 of the Agreement or by making payment upon the Agreement from the bank account if the payment has been made before the registration as specified in clause 2.2.

2.4. Salt Edge provides open banking and financial data aggregation services that Enty uses to enable the Client to connect their bank accounts to the Website for the purposes of automating bank transaction imports and supporting the Accounting Services. Where the Client chooses to use this functionality, the Client's banking data is shared with and processed by Salt Edge in accordance with the Salt Edge Rules. By concluding this Agreement, the Client also agrees to be bound by the Salt Edge Rules.

2.5. If the Client does not agree with the Agreement, the Client shall not register on the Website and/or use the Personal Account. Any use of the Website and/or Personal Account means a full and unconditional acceptance of the terms and Client's obligations under the Agreement.

3. Subject of the Agreement

Free license:

3.1. Enty grants the Client a free non-exclusive license to use the Website all over the world for the period the Website is available for the Client, under the condition of the Client's compliance with the Agreement.

3.2. The license specified in clause 3.1. of the Agreement is granted for the period and within the territory, the Website and its functions are available for the Client on the condition of the Client's compliance with the Agreement.

Remunerated license:

3.3. The Client may request an additional license to use Additional Services. In this case, Enty agrees to provide the Client with the remunerated non-exclusive license to use the Additional Services for its intended purpose, in the manner and under the conditions specified in the relevant section of the Website.

3.4. The license specified in clause 3.3 of the Agreement is granted within the territory where the Additional Services are available for the Client for the duration the license was granted. Information about the duration of the

license and the conditions for the extension of the license is available in the Personal Account.

3.5. Role of Enty. Enty operates the Website and the platform and provides the Accounting Services and the technology, billing and administrative functions that support the Regulated Services. Enty provides the Accounting Services itself but may engage Partners to assist in providing them. Enty does not hold, and is not required to hold, the activity licence for the provision of trust and company services, and Enty does not itself provide the Regulated Services and acts solely as an intermediary that arranges and facilitates access to the Regulated Services and administers billing for them.

3.6. Role of DigiRepresent Services. The Regulated Services — namely the Virtual Office (contact person and registered (legal) address services), the Incorporation Services and any other trust and company services — are provided directly to the Client by DigiRepresent Services as a Party to this Agreement, in its own name and under its activity licence for the provision of trust and company services No. FIU000382 issued in Estonia. By requesting or using a Regulated Service, the Client enters into a binding agreement with DigiRepresent Services on the terms of this Agreement applicable to the Regulated Services and, in addition, on the DigiRepresent Terms, without the need for any further or separate document.

3.7. Tax and Legal services. Tax and Legal services made available as Additional Services are provided by Partners. Enty facilitates the Client's access to those Partners through the platform but does not itself provide, and is not responsible for, those services.

3.8. Regulatory compliance. Where the Client uses the Regulated Services, DigiRepresent Services (and Enty, where it is itself required to do so by law) carries out the KYC Procedures and other customer due-diligence and anti-money-laundering measures required under applicable law, and the Client shall provide all information and documents reasonably requested for that purpose.

4. INCORPORATION SERVICES, SUBSCRIPTION PLANS

4.1. Parties agree on the following conditions regarding the provision of the Incorporation Services and Subscription Plans:

	Incorporation Services	**Subscription Plans**
Payment type	One-off payment	Recurrent payment
KYC	The Client must complete KYC Procedures within 30 days after the first request from Enty. Enty and DigiRepresent Services may from time to time send the	The Client must complete KYC Procedures within 30 days after the request from Enty. Enty forwards the request to the Client only if the Client wants

	Client additional KYC requests (including follow-up due diligence requests during the business relationship), which the Client must complete within the time specified in the request.	to use Regulated Services or in other cases when Enty or DigiRepresent Services is obliged to perform KYC checks by applicable law. Enty and DigiRepresent Services may from time to time send the Client additional KYC requests (including follow-up due diligence requests during the business relationship), which the Client must complete within the time specified in the request.
Refunds	Once DigiRepresent Services has started to render the Incorporation Services (e.g. by providing consultation to the Client, drafting documents), Enty will not refund any amount of money already paid, except that Enty may, at the Client's request, refund a state fee that has not yet been paid to the relevant government authority.	No refunds are available. Refunds are available only upon exclusions clearly expressed on the Website.
Fees and Timeframes	Available on the Website at the link https://enty.io/pricing and in the Personal Account. The Client acknowledges and agrees that the incorporation process may be subject to delays caused by governmental or regulatory authorities, and neither Enty nor DigiRepresent Services shall be held liable for any such delays.	

5. OBLIGATIONS OF ENTY REGARDING THE ACCOUNTING SERVICES

5.1. Enty agrees to provide the Client with the Accounting Services according to the chosen Subscription Plan in accordance with applicable national laws, regulations, generally recognized accounting principles and qualifications established for organizing Accounting Services.

5.2. Enty provides Accounting Services based on the information provided by the Client. Transactions shall be recorded in the accounting records based on the documents provided by the Client.

5.3. Enty has no obligation to verify the correctness of documents provided by the Client.

5.4. Enty has the right to refuse to accept or provide Accounting Services based on such accounting source documents for which Enty has grounds to believe

that they may violate tax law and may give rise to liability for Enty. Enty is not obliged to justify the refusal to provide the Accounting Services.

5.5. Accounting Services shall include:

5.5.1. Checking the original documents;

5.5.2. Financial entries and recognition of bank transactions;

5.5.3. Processing of sale invoices and expense documents (cash receipts, sale and purchase invoices, travel and administrative expenses, agreements and registry documents) in accordance with the chosen Subscription Plan;

5.5.4. Keeping the general ledger;

5.5.5. Consulting time in accordance with the chosen Subscription Plan;

5.5.6. For Estonian companies:

5.5.6.1. Preparation of the annual report of the Client's activities once a year in the Estonian Business Register if the Client paid Fees for more than ten months of the Accounting Period that should be covered by an annual report;

5.5.6.2. Preparation of the VAT returns in Estonia and submission of the returns once a month only if the Client paid Fees for the Accounting Period that should be covered by a declaration;

5.5.6.3. Preparation of the payroll declarations once a month. The number of declarations depends on the Subscription Plan.

5.5.7. For Dutch companies:

5.5.7.1. Preparation of the annual report of the Client's activities once a year if the Client paid Fees for more than ten months of the Accounting Period that should be covered by an annual report. Only one annual report per Subscription Plan is included.

5.5.7.2. Preparation of the VAT returns in the Netherlands and submitting of the returns if the Client paid Fees for the Accounting Period that should be covered by a declaration;

5.5.7.3. Preparation of the payroll declarations once a month. The number of declarations depends on the Subscription Plan.

5.5.8. For the avoidance of doubt, the Parties confirm their understanding that Enty is responsible for the submission of the accounting declarations only in a country where the Client is incorporated.

6. OBLIGATIONS OF THE CLIENT REGARDING THE ACCOUNTING SERVICES

6.1. The Client must:

6.1.1. Provide Enty with the primary (source) documents and information necessary for the provision of the Accounting Service **by uploading them to the Enty platform at app.enty.io.** All documentation will be stored in a printable format in an electronic archive on Enty's server, to which both Enty and the Client have access.

6.1.2. Note that the deadline for uploading primary documents by the Client for the previous accounting period is the 5th calendar day of the next month following the Accounting Period according to the chosen Subscription Plan. The term for providing a bank statement is 3 business days of the next month following the Accounting Period according to the chosen Subscription Plan.

6.1.3. Provide Enty with access to government information systems and authorizations to act on behalf of the Client in the government information systems that are used to submit tax declarations and annual reports.

6.1.4. Notify Enty about changes in the corporate structure, the Articles of Association, Management Board Members, and Directors.

6.2. In the event of the Client's failure to fulfil the obligations specified in clause 6.1, Enty shall not be obligated to submit tax returns and annual reports on the Client's behalf. In the event of a delayed fulfilment by the Client of the obligations specified in clause 6.1, Enty shall not be liable for any failure to meet the official deadline for filing declarations.

6.3. If the Client fulfils obligations specified in clause 6.1 with a delay, Enty can charge additional Fees specified in the Fee Schedule.

6.4. The Client is responsible for the accuracy of documents and information and for their timely submission to Enty.

6.5. If the Client has not limited Enty's right to representation in writing, Enty has the right to represent the Client in its relations with all individuals and legal entities in connection with all transactions and operations related to the provision of the Accounting Services.

7. PAYMENT CONDITIONS

7.1. The Client pays all Fees to Enty. Enty acts as a commercial agent for the purpose of collecting and forwarding payments between the Client and DigiRepresent Services and/or the Partners. Amounts collected by Enty from the Client and forwarded to DigiRepresent Services and/or the Partners are not payment services provided by Enty, but form part of Enty's role in arranging and administering the relevant Additional Service under Clauses 3.5 and 3.6. Enty forwards the Fees to DigiRepresent Services and the Partners according to the Additional Service the Client has requested.

7.2. Additional rules may be applied to the specific payment methods available for the Clients:

7.2.1. Wire Transfer Payments: Fee shall be transferred via wire transfer in immediately available funds to an account specified by Enty in the invoice or on the Website upon the completion of the request. The total Fee (including possible discounts) and the list of the Services to be provided for the total Fee will be demonstrated to the Client before the payment is made. Enty, DigiRepresent Services or Partners shall proceed with the Services only upon receipt of Fee from the Client. Enty has the right to set specific terms of payment for the Client choosing the wire transfer payment method.

7.2.2. Payment Gateway Payments: Fee shall be paid with a debit or credit card, using card acquiring provider services. The total Fee (including possible discounts) and the list of the Services to be provided for the total Fee will be demonstrated to the Client before redirecting the Client to the card acquiring window. Enty, DigiRepresent Services or Partners shall proceed with the Services only upon receipt of Fee from the Client.

7.2.3. Direct Debit Payments: Fee shall be paid using direct debit payment methods. The total Fee (including possible discounts) and the list of the services to be provided for the total Fee will be demonstrated to the Client before redirecting the Client to the Direct Debit Payment interface. Enty, DigiRepresent Services or Partners shall proceed with the Services only upon receipt of Fee from the Client. Enty has the right to set specific terms of payment for the Client choosing the direct debit payment method. For the

avoidance of doubt, direct debit includes IDeal, Sofort, Przelewy24, Direct SEPA, Giropay, EPS, Bancontact, and other systems using the direct debit mechanism.

7.3. If there are any annual, monthly or similar periodic Fees for the Client's subscription, these Fees will be billed automatically to the bank account (if the Client uses the payment method specified in clause 7.2.3), credit or debit card designated during the last payment for the Services or subsequently designated to the Client at the start of the subscription period and at the start of each renewal period, unless the Client terminates the subscription before the relevant period begins.

7.4. If Enty is not able to charge the Fee from a bank account, debit or credit card provided by the Client or invoices are unpaid by the Client, Enty has the right to terminate the subscription and stop the provision of Subscription Plans without prior notice to the Client immediately.

7.5. If the Client requested Additional Services (including additional Accounting Services) that are not included in the Subscription Plan purchased by the Client, Enty reserves the right to automatically bill the applicable Fees to the bank account (if the Client uses the payment method specified in clause 7.2.3), credit or debit card designated during the last payment for the Services, or subsequently designated to the Client at the start of the subscription period and at the start of each renewal period.

7.6. For the avoidance of doubt, clause 7.5 also applies to the cases when the Client exceeds the number of transactions included in the Subscription Plan. In this case, the additional charge will be calculated as follows:

(number of processed transactions - number of the transactions included in the plan) * extra transaction fee.

The extra transaction fee is specified on the Pricing page https://enty.io/pricing

7.7. If the Client fails to pay the Fee in time, Enty reserves the right to postpone the submission of the Client's tax returns for 10 (ten) working days.

8. TERMINATION

8.1. Enty and/or DigiRepresent Services (in each case, in respect of the Services it provides) has the right to terminate the Agreement immediately without refunds or termination payments if:

8.1.1. The Client did not complete KYC Procedures in accordance with the Agreement;

8.1.2. The Client is a person included in the international sanctions (including the UN and the EU sanctions) lists;

8.1.3. The Client is a politically exposed person (PEP) or a family member of a PEP;

8.1.4. The Client is a resident of the Prohibited Country or is controlled or associated with residents of Prohibited Countries;

8.1.5. The Client is abusing or acting aggressively toward representatives or employees of Enty, DigiRepresent Services or Partners;

8.1.6. The Client uses the Website or the Personal Account or Additional Services for illegal purposes;

8.1.7. The Client does not respond to additional KYC requests from Enty or DigiRepresent Services within the time specified in the request.

8.2. In other cases, Enty has a right to terminate the Agreement upon 30 days' written notice or without notice (immediately) if the Client's risk profile falls outside of the risk appetite of Enty. In this case, Enty shall refund the Fee for all Services that have been paid by the Client but have not been provided to the Client.

8.3. If the Client uses Virtual Office and wants to terminate the Agreement, the Client must stop using Virtual Office. To stop using Virtual Office, the Client must:

8.3.1. Remove DigiRepresent Services contact person from the contact person position in the Estonian Business Register;

8.3.2. Remove DigiRepresent Services address as a company address of the Client in the Estonian Business Register.

8.4. If the Client fails to perform actions specified in clause 8.3 of the Agreement, the Agreement will not be terminated, and Enty will reserve a right to charge Fee in accordance with the Agreement.

9. CONFIDENTIALITY

9.1. The Parties acknowledge and confirm that any information or materials exchanged by the Parties in connection with this Agreement are confidential, and the Parties shall maintain the confidentiality of all such information and materials.

9.2. Confidential information shall not include information which:

9.2.1. is already known or may be known by the general public;

9.2.2. Enty grants to the banks, auditors, accountants, legal counsels, and third parties who are involved in the activities of Enty or to whom this Agreement is disclosed by law;

9.2.3. must be disclosed according to the law based on the assumption that the authorities have made legally authorized and proper inquiries.

9.3. The termination of this Agreement does not deprive each Party of the rights and obligations created in this Section 9 of this Agreement.

10. LIABILITY

10.1. Force Majeure:

No Party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, war, strikes, labour disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

10.2. "AS IS" basis:

The Website is provided "as is" and Enty makes no warranty or representation to the Client with respect to it. In particular, Enty does not represent or warrant that (a) the Website will meet the requirements of the Client; (b) the use of the Website will be uninterrupted, timely, secure or free from error; (c) any information obtained by the Client as a result of the Client's use of the Website will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to the Client as part of the Website will be corrected.

10.3. Third Party content:

The Website may give the Client access to links to Third Party websites. Enty does not endorse any of these websites and does not control them in any manner. Accordingly, Enty does not assume any liability associated with these websites. The Client needs to take appropriate steps to determine whether accessing Third Party websites is appropriate, and to protect personal information and privacy on such Third Party websites.

10.4. Indemnification:

The Client undertakes to indemnify Enty and DigiRepresent Services, and to keep them indemnified from (a) any costs, calls, losses, taxes and other matters for which Enty or DigiRepresent Services become liable or arise as a direct or indirect result of engagement with the Client; (b) any claims, losses, or liabilities arising as a result of a breach of the obligation, warranties and representations of the Client under this Agreement.

10.5. The Client must compensate for any damages, third party claims, penalties imposed by authorities and other damages, loss, expenses, costs, fees, and

penalties incurred by Enty and DigiRepresent Services which are caused by the actions of the Client.

10.6. Enty, DigiRepresent Services and Partners shall not be held liable for any deficiencies in the services provided or for any deficiencies indicated by the notary/registration authority/tax or statistics authorities.

10.7. Enty, DigiRepresent Services and Partners shall not be liable for any claims, penalties imposed by authorities and other damages, loss, expenses, costs, fees, penalties incurred by the Client and which are caused by the actions of the Client.

11. GOVERNING LAW AND JURISDICTION

11.1. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination or validity thereof, is governed by the laws of the Republic of Estonia without regard to its principles and rules on conflict of laws and shall be solved by the relevant court of the Republic of Estonia.

11.2. The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of this Agreement. The claiming Party shall send a message with its claim to the other Party. The contents of the notice in question shall contain the essentials of the claim and evidence supporting such claim.

11.3. In the absence of a reply to the claim within 30 (thirty) Business Days since the sending date, or if the Parties have failed to reach an amicable settlement, the dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be brought and heard exclusively in the appropriate court in terms of this Agreement.

12. COMMUNICATIONS

12.1. Any notice (including, without limitation, any notification or response to such notification) shall be given to Enty by using the following addresses:

12.1.1. Enty: support@enty.io, clients@enty.io.

12.1.2. The Client: e-mail address provided by the Client when registering on the Website.

12.2. The Parties agree to use the emails while delivering documents, notices or claims. The Parties confirm that documents, notices and claims sent from and to the emails designated hereunder shall have the legal effect and are to be accepted and considered by the Parties. The Parties confirm that all emails sent from the authorized email addresses are deemed to be sent and signed by the Parties. In addition, the Parties agree that a signature

transmitted by facsimile or via email (in scanned format) shall be deemed to be an original signature.

12.3. Until one Party advises the other one of the fact of the breach of security in respect of its authorized email address, all actions and documents done and sent from the authorized email address of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized email address as well as considered to be signed by the electronic signature of corresponding Party. In that case, the owner of the authorized email address acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.

12.4. By creating a Personal Account, the Client hereby consents to Enty communicating with them via WhatsApp at the telephone number provided by the Client in the Personal Account. Such communications may include, but are not limited to, service notifications, contract updates, invoicing reminders, and other information about the Client's Account. The Client retains the right to withdraw this consent at any time by adjusting the notification settings within their Personal Account.

13. REPRESENTATIONS AND WARRANTIES

13.1. Every Party respectively represents and warrants to the other Parties that:

13.1.1. the Party has full legal right, power, authority and competence to enter into, execute and deliver this Agreement;

13.1.2. no voluntary or compulsory liquidation proceedings or insolvency or bankruptcy proceedings have been initiated, threatened or warned on it.

13.2. The Client represents and warrants the following:

13.2.1. it does not enter into this Agreement for illegal activities;

13.2.2. it is aware of the fact that it is solely responsible and liable to fulfil all personal and other tax and legal obligations that this Agreement or incorporation of the legal entity may trigger.

13.3. The Parties shall immediately notify the other Party in writing of any circumstances arising after the conclusion of this Agreement, which cause any of the representations and warranties to become untrue, inaccurate or misleading, which is material for disclosure to the other Party.

14. PERSONAL DATA AND ADVERTISING

14.1. In this Section 14, terms such as "personal data", "processing", "controller", "processor", "data subject" and "personal data breach" have the meanings

given to them in the GDPR. Enty collects, stores, uses and processes personal data about the Client and, where applicable, the persons directly related to it (e.g. representatives) as provided by the Client, in accordance with applicable data protection legislation, for the purposes of performing the Agreement, administering billing and accounting systems, maintaining its internal information systems, complying with its legal obligations and marketing.

14.2. In respect of all personal data described in clause 14.1, Enty acts as the data controller within the meaning of the GDPR. If necessary for the provision of the Services requested by the Client, Enty may process the personal data of persons directly related to the Client without the consent of those persons, where Enty has an applicable legal basis under Article 6 GDPR to do so. The Client must take all reasonable steps to ensure that these persons are sufficiently notified of such processing activities by Enty.

14.3. Enty may transfer personal data about the Clients and persons directly related to it to third parties, where such information is needed for the performance of obligations under this Agreement, subject to clauses 14.4 and 14.5 below.

14.4. Where the Client requests or uses a Regulated Service, Enty will share the Client's identification, contact and related personal data (including documents submitted for KYC Procedures, and biometric data collected for identity verification, such as liveness and face-match checks) with DigiRepresent Services, so that DigiRepresent Services can perform the Regulated Services and comply with its own legal obligations as the licensed provider. DigiRepresent Services may also independently process such data as required by the Money Laundering and Terrorist Financing Prevention Act, including customer due diligence, ongoing monitoring and reporting obligations, in which case DigiRepresent Services acts as an independent controller of that data and not as Enty's processor.

14.5. Where the Client requests or uses Accounting Services or Tax and Legal Services, Enty will share the Client's contact, employment, financial and other relevant personal data with its Partners for the purpose of providing those Services. Data shared will be kept to the minimum necessary and used only for the specific purposes of providing these Services. Enty ensures that all Partners processing personal data on Enty’s behalf do so in compliance with applicable data protection legislation and under a written agreement under Article 28 GDPR.

14.6. Enty processes personal data in accordance with the Privacy Policy.

14.7. Enty will maintain the confidentiality of all personal data and will not disclose it to third parties except as described in clauses 14.4 and 14.5, explicitly requested by the Client, or as required by law. If a law, court, regulator or

supervisory authority requires Enty to disclose personal data, Enty must, to the extent permitted by law, inform the Client of the legal or regulatory requirement and allow the Client to object or challenge the requirement, unless the law prohibits such notice.

14.8. Enty must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of personal data and against accidental or unlawful loss, destruction, alteration, disclosure or damage of personal data.

14.9. Enty will, without undue delay, notify the Client and the relevant supervisory authority of any personal data breach affecting the Client's personal data, where required to do so under Articles 33 and 34 GDPR.

14.10. The Client has the right, in accordance with the GDPR, to request from Enty access to, rectification or erasure of, or a restriction on the processing of, their personal data, to object to processing, and to receive their personal data in a structured, commonly used, machine-readable format. The Client may exercise these rights by contacting Enty using the details in Section 12.

14.11. At the Client's request, Enty will provide the Client with a copy of, or access to, their personal data held by Enty, in accordance with Article 15 GDPR.

14.12. On termination of the Agreement with the Client for any reason, Enty will delete or anonymise the Client's personal data in its possession or control, save where any law, regulation, or government or regulatory body requires Enty to retain any documents or materials, in which case Enty will retain them only for as long as, and to the extent, required, and will inform the Client in writing of that retention requirement, its legal basis and the timeline for destruction once it ends.

14.13. The Client agrees to receive advertising materials from Enty at the email address that the Client provided to Enty during the use of the Website. At any time, the Client is entitled to withdraw their consent to receive advertising materials by clicking through the link provided in the advertising materials received by the Client.

15. MISCELLANEOUS

15.1. Enty shall have the right to engage with the Partners or any other provider determined by the sole discretion of Enty in order to provide the Client with the Additional Services.

15.2. Enty reserves the right to change the Agreement from time to time. The Agreement is deemed valid at the expiry of 3 (three) days upon the publication of a revised version of the Agreement on the Website. Enty shall notify the Client regarding the changes to this Agreement.

15.3. Enty reserves the right to change the Fee Schedule, upon not less than ten (10) days prior written notice to the Client.

15.4. The Client shall read the Agreement before using the Website or Personal Account each time the Client visits the Website. The ongoing use of the Website and the Personal Account is considered acceptance of the revised version of the Agreement.

15.5. If the Client does not agree with the revised version of the Agreement, the Client shall stop using the Website and terminate their Personal Account.

15.6. If any of the provisions of this Agreement is unlawful or invalidated or deemed inapplicable by the court, it does not influence or change the validity, legitimacy or applicability of other provisions. The Parties agree to replace the invalid or unenforceable provision with a valid or enforceable provision, which shall best reflect the Parties' original intention and shall, to the maximum extent possible, achieve the same economic result.

15.7. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to other genders.

15.8. A reference to writing or written includes email.

15.9. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

15.10. Any words following the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

ANNEX 1

Partners

In addition to DigiRepresent Services, the following third parties provide, or assist in providing, Additional Services to the Client via the Enty platform as Partners:

1. **fino run GmbH** – financial information services
2. **Legix OÜ** - Partners providing Tax and Legal services
3. Salt Edge Limited – financial information services