

Terms of Service

Preamble

The following terms and conditions apply to our services, their ordering, and their use.

In some cases, a special agreement is also concluded between the parties. The customer can enter into the contract himself or through a representative.

Appropriate authorization is required through agents to conclude contracts.

The parties to these terms and conditions are MINUFIRMA OU[®] (trademark VIRTUAL OFFICE IN ESTONIA), later on, mentioned as “we” or “company” and “our”, and Client, later on, mentioned as “client” or “user”

By using the website www.virtualofficeinestonia.com, later on, mentioned as a “website”, by exploring it, by viewing and ordering and using our services, user or/and unconditionally accept these terms of use.

Services

The Company offers a comprehensive range of business support services, including **legal address and contact person services, company formation and liquidation, accounting and tax services, website maintenance and digital marketing, as well as workspace and virtual office services.**

Detailed descriptions of the Services, including their scope and conditions, are provided on the Company’s website or in other relevant service documentation and outputs.

The address where we operate is **Juhkentali 8, Tallinn 10132, Estonia**

After the service has been selected, the price of the service is shown to the customer and the customer will be directed to the payment environment. We only use known and secure payment channels, Paypal, Stripe, etc

If the price cannot be immediately determined due to the nature of the Service, the starting price of the Service is displayed. Services can be ordered separately or together.

Some of our Services are sold for 12 month period, beginning from the day of purchase and ending the last day of the previous month next year. If the Client has signed up with any of our yearly services, the Client is entitled to a yearly recurring service.

Part of our Services is sold on the basis of monthly service, beginning from the day of your purchase. If the Client has signed up with any of our monthly service plans, the Client is entitled to monthly recurring services. If from time to time the characteristics of the entity change and it no longer fits into the limits of the selected service plan, the Client will then be upgraded to a higher service plan where it fits.

We undertake to provide your entity with services based on the service plan you have chosen, in accordance with the legislation of the Republic of Estonia.

Mainly our Services are recurring subscriptions by their nature. These may include but are not limited to, yearly legal address and contact person service, monthly accounting- and tax service, webpage maintenance, e-marketing, etc. If the Client has purchased any of such services, then it is considered as a purchase of recurring subscriptions and you will be charged on a monthly and/or yearly basis until the month/year the subscription is terminated. The same billing method is used for recurring payments, as you used with your initial purchase unless agreed otherwise in writing.

However, some of our Services are one-time purchases, such as preparing annual accounts, obtaining VAT and EORI numbers, etc.

In the event that we are unable to charge the Client for a recurring subscription, we reserve the right to terminate or pause the agreement and Terms of Services at any time, without prior notice.

We reserve the right, at our sole discretion, to restrict access to certain services or limit the availability of services by geographic region, user profile, or volume. Such limitations may be applied on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products are subject to change at any time without notice. We reserve the right to discontinue any product at any time.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by the Client will meet complete expectations, or that any errors in the Service will be corrected.

The offered services, prices, and conditions for provided Services, etc., are subject to change in a reasonable time, as agreed, or in some cases without notice.

Termination of Services

To opt out of the service, the Client must log in to the [Customer Area](#) and terminate the standing order or subscription. We remind the Client that the agreement between us will essentially and legally be terminated if a new period of service has not started and if the Client has liquidated all possible debts to us.

For some services, simply ending a subscription in self-service is not enough, for example, address and contact person services. They are finally terminated when they are removed or changed in the [Estonian Business Register](#).

Simply stating that the service is no longer needed or ended is not the termination of the agreement, but the start or resumption of it.

The Client takes responsibility for changing the legal address in the Business Register and notifies business partners of the change of address on the following day of the expiry of the contract with us.

Upon expiry of the agreement, the Company is released from the obligation to provide legal address and virtual office services, including receiving and forwarding the Client's post. If the Client has ordered also a mail forwarding service Client has a responsibility to give directions on which address the post must be forwarded to. The Client pays the relevant postal charges.

If the Client has not changed its legal address in the Business Register and elsewhere within seven working days from the expiry of the agreement, Company has the right to submit an application to the Business Register for the deletion of the Client's incorrect details from the register and to claim a contractual penalty from the Client in the sum equal to a one-year service fee. The company has also the right to submit information about the Client's debt to the credit processing companies and also in some cases to sue the Client to recover the debt.

If the Client does not give instructions for forwarding the post or does not collect the post from the Company has the right to destroy the post and to request the Client to compensate for the destruction expenses.

Confidentiality in the transmission of information

The transmission of data or information over the Internet or other publicly accessible networks may not always be secure and is subject to possible loss, interception, or alteration while in transit.

Accordingly, the Company does not assume any liability for any loss or damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Website or email with the Company containing your personal information.

While the Company will make all commercially reasonable efforts to safeguard the privacy of the information you provide to the Company and will treat such information in accordance with the Company's Privacy Policy, in no event will the information you provide to the Company be deemed to be, confidential, create any fiduciary obligations for Company, or result in any liability for Company in the event that such information is accessed by third parties without Company's consent.

Confidentiality between parties

The Company and Client acknowledge and confirm that any information or materials exchanged by the Parties in connection with the agreement are confidential, and both Parties shall maintain the confidentiality of all such information and materials.

Company and the Client undertake not to disclose commercial information and other information to third parties, which has become known to the party during the duration of service provision, and the disclosure of which to third parties may damage the parties' interests.

No refund will be available for already paid Services in case of any failure to comply with

this clause. We have the right to terminate the Services at any time and immediately if it becomes apparent that false or falsified information has been provided to us.

Nevertheless, the Company keeps confidential commercial information received from the Client and may forward the data to the authorities without the approval of the Client to comply with the disclosure obligation arising from the law.

Exceptions will be made if the information is already known or may be known by the general public, information has to be disclosed according to the law based on the assumption that the authorities have made legally authorized and proper inquiries.

Cookie Policy

This site uses cookies and small text files that are placed on your machine to help the site provide a better user experience. In general, cookies are used to retain user preferences, store information for things like shopping carts, and provide anonymized tracking data to third-party applications like Google Analytics.

Privacy

For some services, a customer account is opened for the customer with self-service. The [Customer Area](#) is accessible using the Username and Password. The Customer Area is also accessible using Google accounts.

The Client shall keep the User Account Login Details confidential and not disclose those to any third party. The Client shall inform us immediately about the suspicion that the Login Details may have fallen into the possession of a third party and replace the password.

We respect the privacy rights of users and understand the importance of protecting and handling information collected about our customers in accordance with both the law and best practices.

Above all, that means always keeping it secure, processing it properly, and being transparent about how we do so, fully in keeping with the EU's General Data Protection Regulation (GDPR).

We may block the User Account where the suspicion arises that the User Account is accessed by an unauthorized user.

The Client has the right to manage the Customer Area during the validity of the Contract, i.e. to create, change, and request to delete the User Account. Deleting the User Account will delete the content. We do not guarantee further access to the content of the deleted User Account.

KYC

Before selling some selected services, by law, we are obliged and entitled to identify the Client by verifying the necessary identification documents, proof of Client residency, holdings in companies, etc.

Therefore we carry out Know Your Customer (KYC) procedures at the time of entering into the Service and regularly thereafter according to the law and principles set by us. We are not entitled to render the Service unless all identification and KYC requirements have been met. Should it appear after purchase on the Website, that we are not able to provide the selected service, we shall apply a credit to the Customer's original method of payment within, a certain amount of days.

Due to the regulations established by the money laundering and terrorism financing prevention legislation, the Company will not provide Services to politically exposed persons, persons included in the international sanctions list (<https://www.sanctionsmap.eu/#/main>), residents from the high risk third countries (<http://www.fatf-gafi.org/countries/#high-risk>).

By ordering Services from us Client confirms that does not qualify to be a person listed in the above list.

In this case, we have the right to withhold all sums paid or still due by the customer.

We have the right to terminate the Services at any time and immediately if it becomes apparent that false or falsified information has been provided to us.

Intellectual property and copyright

Visitor, user, customer, or Client agrees not to reproduce, duplicate, copy, sell, resell or exploit any part of the information which is represented on our Website without our permission.

All information, data, and content of a graphic nature, any other subject matter recognized as intellectual property under any applicable laws available on our Website is the property of the Company.

The Company grants you a non-exclusive, perpetual, and non-transferable license to use the Website, solely for the purposes indicated herein and you shall have no right to resell or otherwise distribute any content of the Website.

The use of the information provided on the website in any form is prohibited for any unlawful purpose; to solicit others to perform or participate in any unlawful acts; to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances, to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; to submit false or misleading information; to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; to collect or track the personal information of others; to spam, phish, pharm, pretext,

spider, crawl, or scrape; for any obscene or immoral purpose; or to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Third-Party Content

The company, its affiliates, and its Users may provide third-party content on the Website and may provide links to web pages and content that are not owned or controlled by Company as a service to those interested in this information. The company does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness.

Customer acknowledges and agrees that Company is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third-Party Content. The client acknowledges that the use of such Third Party Content is a personal risk.

The client's business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between the Client and such third parties. The company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Website.

Governing law and jurisdiction

Any dispute, claim, or controversy arising out of or relating to this agreement, or the breach, termination, or validity thereof, are 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.

The Parties agree to try in good faith to settle through negotiations any dispute, disagreement, or claim arising out of or in connection with the 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.

In the absence of a reply to the claim within thirty Business Days since the sending date, or if the Parties have failed to reach an amicable

Changes to terms and conditions

Our Terms of Service are presented on our website.

We may change our Terms of Service from time to time. The latest version of the Terms is

available on our website. In the event of changes, we will notify the Client of upcoming changes through our website using various means of communication.

Our Terms of Service affect users with legal rights and obligations. Without agreeing to them, we do not recommend using our website or subscribing to or ordering the services we offer.

The information made available on our Website may be altered or removed at any time without prior notice.

We reserve the right to change or modify the terms and conditions contained in these Terms of Service, including but not limited to any policy or guideline of the Website, at any time and from time to time at its sole discretion without your prior consent.