

# "EDI Network" platform Terms of Use

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## "EDI Network" platform Terms of Use

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## 2 Conditions

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"EDI Network" platform Terms of Use are an integral part of the access provision to software products agreement. Terms of Use determine the order of use of software products, including terms of connection to software products, terms of payments accounting (Personal account) and other conditions. All actions performed by the participant of electronic document management in software products must be performed in accordance with the Instructions for working with the platform, posted at the hyperlink: <https://wiki.edin.ua/en/latest/>.

## 3 Terms and definitions

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- **QES** – qualified electronic signature in accordance with current legislation of Ukraine.

- **ESD** – electronic signed document.
- **Account** – accounting business unit (legal or natural person of the User) which regulates the relationship between the Provider and the User.
- **Visitor** – any person who has the right to use open information sections of software products that are available without registration.
- **User** – a visitor who has registered on the Provider's website at the link <https://edo-v2.edin.ua/register> and logged in to the platform with a login / password. The user is also a party to the agreement on access to software, using which such a person receives the right to use software.
- **Operator (Provider)** – «ATC» Limited Liability Company, owner and administrator of software products. Operator's website – <https://edin.ua/>. The Operator is the executor according to the agreement on providing access to software products.
- **GLN** – global location identifier, used for User identification.
- **Tariff, tariff package** – a proposal that determines the list of available functionalities of software products, as well as the procedure for determining their price. Tariffs are available for Users only. The list of available tariff packages can be found at the hyperlink: <https://edin.ua/tariff/>. Payment of the cost of the selected tariff package by the User confirms the agreement on the price of access to software, as well as the timing and frequency of payments. Data on selected tariff packages are stored in the Personal Account.
- **Tariff option** – a special parameter of the software service, which determines the additional limits (restrictions) on the use of the service. Tariff options include "number of deliveries", "number of ESD transactions", "number of users", "number of transportations" and others.
- **Service** – certain functionalities of software products to which the User has access.
- **Software products** — object of intellectual property rights, computer program “EDI NETWORK”, which includes updated versions, results of refinements, upgrades, improvements, as well as derivatives, interconnected, embedded programs that are the result of computer programming and operation and is possible only with Internet connection. Term “Software products” according to the text of the Terms of Use is also used as “platform”.

Other terms and definitions that are not provided by the Terms of Use are used in the meaning provided by the contract for access to software products.

## 4 Providing access to software products

Before using the platform, the visitor must:

- Go through the registration by the link <https://edo-v2.edin.ua/register>. Registration is considered to be completed after entering the password.
- Have a valid QES, which is issued by a qualified provider of electronic trust services (hereinafter - a qualified provider) in accordance with the laws of Ukraine;
- Create an account and fill in the account data using the appropriate form and tools of the platform. When the User creates an account, he must specify the details and data independently. The User is given access to software products after creating an account.
- According to the process of creating an Account it is necessary to:
  - Get acquainted with the offer which provide access to software products, accept it and adhere to it during platform use;
  - Get acquainted with these Terms of Use and follow them during platform use;

- Get acquainted with the Privacy policy, accept it and adhere to it during platform use.
- Choose a tariff package and replenish with the money the Personal Account in the amount not less than the amount of the selected tariff package price is.

## 4.1 User sessions

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By default, the User of «EDI Network», «Market», «E-Certificates», «E-Specification», «Commercial offer» services is granted access of 1 session (it is meant that at the same time only 1 User in the 1 browser can use the specified services). If **n "Additional sessions"** are purchased, then such User can work with the above services in "**n + 1 sessions**" at the same time. Restrictions on use of user sessions which are provided with Terms of Use do not apply to «Vilnyi», «E-TTN v2», «Products», «Tender» services.

# 5 Platform usage procedure

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## 5.1 Prerequisites to get started work at the platform services

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Before starting work at «EDI Network», «E-Specification», «E-Certificates», «Market», «Commercial offer» and also for work in "Personal Cabinet":

- The user must create and / (or enter an existing) GLN according to the instructions «GLN creation»;
- Connect to one or more networks or connect user's providers;
- The user can add it's employees if it is necessary, give them the appropriate authority. Employees adding, authority managing is performed in accordance with the instructions.

Before starting work in «E-TTN v2», «Tender», «Vilnyi» services:

- The user can add new company if it is necessary. When you create an account, a company is automatically created.
- The user can add it's employees if it is necessary, give them the appropriate authority. Employees adding, authority managing is performed in accordance with the instructions.

## 5.2 Required steps to get started work at the platform

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Only authorized users can use the capabilities of the platform. To log in, the User must follow the link <https://edo-v2.edin.ua/auth>. On the authorization form specify your login and password that the User received / created during registration.

## 5.3 Process of working with platform and services

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The process of working with the platform includes the creation, sending, receiving, signing, processing (rejection, acceptance, signing in response, refusal to sign, printing, uploading, viewing, etc.) documents. The procedure of working with each of the services is described in the relevant sections of the instructions at the link: <https://wiki.edin.ua/en/latest/>.

## 5.4 Additional features and functions

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Additional features and functions:

- Search
- API usage
- Individual process settings
- Working with QES
- Work with the Personal Account
- Etc.

The procedure for working with additional features is described in the relevant Instructions posted at the hyperlink: <https://wiki.edin.ua/en/latest/> in the relevant sections.

Instructions for working with the Personal Account can be found at the hyperlink: [https://wiki.edin.ua/uk/latest/Personal\\_Cabinet/Instructions.html](https://wiki.edin.ua/uk/latest/Personal_Cabinet/Instructions.html).

## 6 Procedure for working with tariffs and providing access

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### 6.1 Test access

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The User receives 30 days of unlimited test access to the platform after completing the registration and confirmation of the account. Test access is activated for each service (except «E-Certificates» and "Tender") separately. Test access is granted only to new Users. "New User" means a User who registers on the platform for the first time and has not previously cooperated with the Provider. User must choose a tariff package and replenish with money the Personal Account in the amount not less than the selected tariff package price is, after completing the test access, in order to be able to continue working with the platform.

#### 6.1.1 Features of selection and activation of the tariff package in test access

If the 30-day test access ends after the 20th day of the month and the tariff package is selected before the end date of the test access, the test access continues until the end of the current month.

To extend test access it is necessary to choose a tariff package, which was provided during registration, starting from the month in which the test access ends.

### 6.2 Tariff package selection

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To select or change the tariff package, the User must go to the Personal Account in the "Account" section in the "Balance" section. Select the required service, payment period, etc. options that must be specified in the constructor, using the tariff designer. Receive and pay the invoice for the selected tariff package after completing the tariff selection. Access to the platform will be activated only with full payment of the tariff package or sufficient funds on the Personal Account. The User selecting the service period can specify any period not exceeding 12 months from the current month. When User select several months and have sufficient funds in the User's Personal Account, access for the specified period for the respective service is activated.

## 6.3 Tariff package change

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Tariff package via the Personal Account functional possible to change only in the direction of increasing tariff options or to extend the selected tariff package for future periods. Tariff package change means changing the tariff options (for example: increase the number of deliveries or ESD-documents). The user can change the tariff in the direction of reducing the tariff options by sending an email to: sales@edin.ua. The user receives an invoice for the difference between the price of the new tariff and the previously paid tariff when changing the tariff. The balance of funds on the Personal Account is reckon in when writing off the value of the tariff package. In the absence of funds on a special account changes in the tariff package does not occur. Previously paid and used opportunities, unused options (for example: balance of deliveries), received discounts, other benefits are not taken into account with the tariff package changing. The change takes place from the moment the funds are debited from the Personal Account.

## 6.4 Add service

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The addition of new services is performed in the tariff designer. A separate invoice for the cost of selected services is created with the addition of new services. Access to the new selected services is activated by debiting the corresponding tariff package price from the Personal Account. In case of lack of funds on the Personal Account - access is not activated. In this case, the User needs to replenish the Personal Account with money.

## 6.5 Period (term) of the tariff package

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The tariff package comes into force on the 1st of each month, which was specified with the choice of the tariff package. The additional tariff package is valid from the 1st of the current month. The changed tariff package is valid from the 1st day of the month for which the change was made. The expiration of the tariff package is determined by the corresponding number of the last day of the month.

## 6.6 Tariff prolongation

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By default, automatic prolongation is activated for all services. The user can disable the extension in the account profile. When automatic prolongation is activated after the expiration of the tariff package, it is automatically extended for the minimum period that can be selected for the service (for services for which the minimum period that can be selected in the tariff designer is one month - auto-prolongation is 1 month, for which the minimum period that can be selected in the tariff designer is one year - auto-prolongation is performed for 1 year) under the same conditions. Additional tariff packages that were activated in the current month are not the subject of the prolongation. Automatic prolongation is performed in case of absence of activated tariff package for the next month and in case of absence of selected but not yet activated tariff packages for next month. Automatic prolongation takes place on the 1st day of the month in which the tariff package expires, for the next period (month or year). Automatic prolongation will be checked in automatic mode for necessity in 5 working days before the end of the month in case of tariff package activation after the 1st day of the month. The User can independently choose the required tariff package for the next period in accordance with these Terms of Use.

## 6.7 Access blocking

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Blocking access to software is based on:

1. There are not enough funds on the Personal Account to activate the tariff package - in this case the tariff package is not activated, if the User does not have a paid tariff package, access is blocked.
2. The limit of tariff options (number of deliveries, number of ESD transactions, etc.) has been exhausted and there are insufficient funds to paid for off-limit tariff options (number of deliveries, number of ESD transactions, etc.) - in this case access to the relevant service is blocked.
3. Disabling or not selecting a service in the tariff package - in this case, access to the service is blocked.
4. Access to all services is blocked, even if they have been paid - in case of non-payment of debts for previous periods.
5. At the initiative of the User (Client).
6. In case of gross violations of the agreement on providing access to software, these Terms of Use.
7. In case the Provider receives information: about the extension to the User of sanctions of the UN Security Council, the Department of Foreign Assets Control of the US State Treasury, the Department of Commerce of the US Bureau of Industry and Security, the US State Department, the European Union, Great Britain, Ukraine or another country or organization, the decision and whose acts are legally binding; about the User's cooperation (directly or through intermediaries) and connectedness of control relations with persons subject to sanctions; that the User is a legal entity created under the laws of Ukraine, the ultimate beneficial owner, member or participant (shareholder) that has a share in the authorized capital of 10 percent or more, which is the Russian Federation, a citizen of the Russian Federation, in addition to living on the territory of Ukraine on legal grounds; on the transfer by the User of material resources to illegal armed or paramilitary formations created on the temporarily occupied territory and/or armed or paramilitary formations of the aggressor state to illegal authorities created on the temporarily occupied territory of Ukraine, including the occupation administration of the aggressor state.

To restore access blocked by terms in subparagraphs 1-4 of paragraph 6.7 of the Terms of Use - it is necessary to replenish with money the Personal Account for the appropriate (sufficient) amount. To resolve issues regarding the restoration of access blocked by terms in subparagraphs 5-7 of paragraph 6.7 of the Terms of Use you need to contact the Provider by e-mail: [sales@edin.ua](mailto:sales@edin.ua)

## 6.8 Individual tariffs

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If the proposed tariff packages and tariff conditions do not meet the needs of the User, an agreement may be reached between the User and the Provider on the application of individual tariffs. To receive special (individual) offers, the User contacts the Provider at the e-mail address: [sales@edin.ua](mailto:sales@edin.ua) with the appropriate letter. Changes in individual tariffs and / or addition of new services are possible only through the responsible representatives of the Provider. Only selected tariffs can be viewed in the Personal Account.

Access to the Software may be provided to the User on promotional and other special terms. Information about promotions / special conditions is posted on the website <https://edin.ua/> and / or in the Personal Account.

Access to the Software, its services may be provided by the Provider for free under these Terms of Use or rules of service use in order to inform potential users about the Software, increase customer loyalty as well as stimulate them to use additional services and features of the Software. Information is provided for advertising purposes in accordance with applicable law on advertising.

## 6.9 Accompanying services

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Accompanying services - any additional services, such as: updating the platform for the special needs of the User, updating the integration modules, settings, consulting, etc. services that are not part of the right to use software (ie the price of such services is calculated separately and is not included in the price of the selected tariff package). Accompanying services are provided to the User on the basis of an invoice paid by the User. The cost of accompanying services is determined in the price list posted on the hyperlink: <https://edin.ua/tariff/>.

## 6.10 Description of billing conditions

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The description of services and conditions of providing access, opportunities and functions is implemented in the tariff designer. The general commercial offer can be found at the link <https://edin.ua/tariff/>. The value of the selected tariff package is formed in the national currency of Ukraine - hryvnia. All calculations is based on the equivalent of the euro to the hryvnia and set by the National Bank of Ukraine + 3%. The exchange rate date of the National Bank of Ukraine determining is provided by paragraph 7.1.1 of these Terms of Use.

## 6.11 Tariff package activation

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The user selects the desired tariff package to activate the tariff package. If there are enough funds on the Personal Account to debit the value of the selected package, the automatic debit from the Personal Account is performed. The invoice is formed in the amount of the recommended payment to replenish the Personal Account in case of insufficient funds on the Personal Account. The invoice is valid for 7 banking days. The selected tariff package will be canceled and the transferred funds will be credited to the Personal Account if the payment is will be made later than 7 calendar days. To activate the tariff package, the User must repeat the procedure of selecting the tariff package.

# 7 Rules of work with the Personal account

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The User has the opportunity to view in the Personal Account (section "Account", subsection "Balance"):

- Current status of the Personal Account;
- Estimated period for which the balance on the Personal Account is sufficient;
- Operations (replenishment, debiting) with a personal account;
- Predicted lockout date.

The User undertakes to independently monitor and control the status of the Personal Account by visiting it, replenish it if necessary in the manner prescribed by these Terms of Use and the agreement on access to software. The Provider has the right to inform the User to the e-mail address (specified with account creation) about insufficient funds in the Personal Account or if it is necessary to extend the tariff package for the next period, or when User reached 90% of the tariff

options limit. The User can use the balance on the Personal Account only for the settlement with the Provider. In case of termination of access to software at the initiative of the User or Provider, if the Personal Account has unused funds, the Provider on the basis of a written statement from the User, returns the balance within 30 (thirty) banking days from the date of receipt of the statement by the Provider.

## **7.1 Replenishment of the Personal Account**

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The User can replenish the Personal Account for any amount and at any time, but for activation access the amount at Personal Account must be not less than the selected tariff package for the relevant period. Access to software is considered granted in full, properly and in compliance with these Terms of Use and the agreement on access to software, from the date of crediting the tariff package selected by the User to the current account of the Contractor. Funds are credited to the Personal Account in the national currency of Ukraine - hryvnia.

### **7.1.1 Determining the exchange rate date of the National Bank of Ukraine**

The exchange rate date of the National Bank of Ukraine is determined as follows:

- The date of formation of the invoice by means of software products, in case of payment of the invoice within 7 days from the date of such formation.
- Date of change of the tariff package, in case of change (addition of services, change of tariff options) of tariff conditions.
- 01 is the day of the month from which the access to the corresponding service is automatically extended, in case of automatic prolongation of the service.

### **7.1.2 Recommended payment**

In order to prevent the User from being blocked, the platform generates a recommended payment for payment. The recommended payment is calculated according to the formula:

Recommended payment = The cost of the selected tariff + 7%.

If the Balance on the Personal Account is more than the Cost of the selected tariff, then the Recommended payment = 0.

Recommended payment is optional.

## **7.2 Debiting from the Personal Account**

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Debiting from the personal account is performed:

- During the activation of the tariff package (adding services, choosing a new package, changing the tariff package) for the current month in full value of the tariff package without taking into account the activation date, unused options (number of deliveries, number of ESD transactions, etc.);
- Out-of-limit options will be debited from the Personal Account on the 1st of the following month in accordance with the value specified in the description of the tariff package.



- Every 01 day of the month in full price of the selected tariff package, if the parameter "Auto prolongation" is set when choosing a tariff package. Debiting from the Personal Account is performed automatically. Debiting from the Personal Account is performed in the national currency of Ukraine - hryvnia in euro equivalent at the rate of the National Bank of Ukraine on the date of crediting to the Personal Account + 3%. In case of insufficiency of funds on the Personal Account, debiting does not take place and access is blocked until the Personal Account is replenished by the appropriate amount.

## **7.3 Annulment of the remaining funds of the selected tariff package on the Personal Account. Return of funds deposited to the Personal Account**

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Unused tariff options (number of deliveries, number of ESD transactions, etc.) are canceled every month on the day after the expiration of the selected tariff package or when the tariff package is changed both upwards and downwards.

Refunds of funds deposited to top up the Personal Account and which were not debited to the account of tariff packages, services or out-of-limit options are returned by the Provider within 10 calendar days on the basis of a written statement from the User, which indicates: the name of the recipient, the EDRPOU code, the date and number of the payment order, current account, bank name, amount, reason for return.

## **7.4 Personal Account Balance**

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The balance of the Personal Account changes in accordance with the operations (replenishment, debit) with the Personal Account. All replenishments of the Personal account are added to the balance, and debits are deducted from the balance. The personal account balance can be positive (greater than 0), zero (equal to 0), negative (less than 0).

## **7.5 Out-of-limit options**

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Out-of-limit options are options that go beyond the established tariff options, according to the selected tariff package. The cost of the out-of-limit option is indicated in the description of the corresponding tariff package. For example, the User used all paid X deliveries within a month, so all subsequent deliveries are paid at the cost of X euros (which is indicated in the description of the tariff package) per delivery. In order to prevent the occurrence of out-of-limit options, the Provider may inform the User when his account reaching 90% of the tariff option by e-mail (specified during registration).

In order to avoid debt for the use of out-of-limit options, the User may:

- Pre-change the tariff package in the direction of increase;
- Choose an additional tariff package by the end of the current month;
- Replenishment the Personal Account for the required amount.

If the User does not use the tariff package change or does not choose an additional tariff package by the end of the current month, then out-of-limit options will be debited from the Personal Account on the 01st of the following month according to the cost of the out-of-limit option specified in the description of the tariff package. In case of debt (negative balance on the Personal Account) - access is blocked until the debt will be closed. Access is blocked even if the next period was previously paid.

## 8 Platform service support

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Platform service support is provided by the Service Support Service of the Provider during the validity period of prepaid tariff packages for access to the platform and services.

The service support service provides the following parameters aimed at ensuring reliable use of the platform:

- service schedule - from 9:00 to 18:00 from Monday to Friday Kyiv time, except for weekends, holidays and non-working days in accordance with the legislation of Ukraine (interval of time during which registration, processing and resolution of appeals received by the Service Support Service). Applications are accepted using e-mail and chat platform;
- Service Support Response Time to the User's Request up to 240 minutes - the maximum time between the User's request and the beginning of the Service Support Service response;
- electronic document processing and transmission time up to 60 minutes - a parameter that determines the maximum possible (longest) period of electronic document processing / transmission, provided that the electronic document was absolutely correct in terms of format and business logic governed by internal documents Provider;
- 95% platform availability - percentage of the total number of astronomical hours of the month during which the User can use the platform.

## 9 Final provisions

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- The Provider reserves the right to make changes to the functionality of the platform, to carry out its refinement, improvement, modernization, upgrade, as well as to introduce new tools and change existing tools of the platform.
- At the time of concluding the agreement on providing access to software products, agreeing with these Terms of Use and / or taking all necessary actions that indicate granting the User access to software products, the User confirms that the software products are in a state of functional and technical capacity sufficient, stable and known to the User.
- The Provider may change these Terms of Use by publishing a new version of the Terms of Use on the Provider's website and / or directly on the platform in the relevant section, and / or by publishing information about changes to these Terms of Use or platform tools to the e-mail address (specified during registration).
- Terms of Use in the new edition or changes to them come into force from the moment of placing on the corresponding page or sending the corresponding information message.
- The Provider has the right to send to the Users' counterparties on behalf of the Users an informational e-mails, using the e-mail addresses of such counterparties, previously provided (notified) on legal grounds by the Users exclusively for the purposes of the platform. These emails should inform contractors (including potential ones) about:
  - Obtaining new documents;
  - Changes in the status of documents;
  - Receive new requests or connection invitations;
  - Change the status of requests or invitations to connect;
  - Changes in work processes or individual settings;
  - Unable to send or receive a document from the User.