

Terms and Conditions

General conditions

1. By using this website or any of its sub-domains, you accept the following terms and conditions and privacy policy, including cookie policy, accessible at: https://www.setgo.ee/docs/190917_Privacy_Policy.pdf.
2. These terms and conditions apply only to the general use of this website. Each service provided by SetGo Estonia OÜ or its Partners through this website or directly shall be regulated by corresponding separate contract.
3. Term “you” means, as applicable, any person visiting this website or a company which is a registered user of this website or an appointed representative of a company thereof.
4. Term “Setgo Estonia OÜ Partners” means any service provider whose services are offered to you through this website.
5. You must abstain from using this website if you are
 - a. a natural person under 18 years of age or otherwise with limited passive or active legal capacity; or
 - b. a natural or a legal person under United Nations’, European Union’s or Estonian appropriate international sanctions.
6. You must abstain from using this website if you are a resident of one of the following jurisdictions or territories:
 - a. Jurisdictions and territories which according to FATF does not follow requirements of prevention of Money Laundering and Terrorism Financing: <http://www.fatf-gafi.org/countries/#high-risk>
 - b. Jurisdictions and territories which according to Money Laundering and Terrorist Financing Prevention Act (3) 18)) are associated with high risk: https://ec.europa.eu/info/policies/justice-and-fundamental-rights/criminal-justice/anti-money-laundering-and-counter-terrorist-financing/eu-policy-high-risk-third-countries_en
 - c. Jurisdictions and territories which are under United Nations’, European Union’s or Estonian appropriate international sanctions: <https://www2.politsei.ee/et/organisatsioon/rahapesu/finantssanktsiooni-subjekti-otsing-ja-muudatused-sanktsioonide-nimekirjas/>
7. You undertake not to provide on this website any untrue or incorrect or incomplete or misleading information (whether when registering or at any other time); provided information must be correct and up to date at all times. You are liable for any damage caused to SetGo Estonia OÜ as well as any of its Partners or third parties by incorrectness of any such information.
8. You shall not use this website to conclude or amend contracts you are reasonably expected not to be able to fulfil.

9. You promise not to use this website for unlawful purposes or any other way contradicting these terms and conditions, service contracts concluded with SetGo Estonia OÜ and its Partners or SetGo Estonia OÜ internal KYC/AML rules.

Use of this website

10. This website has clearly separated public and private sections.
11. Public section of this website is accessible, subject to these terms and conditions, to everybody in the Internet.
12. Private section of this website is accessible only to registered legal persons, whether already existing or at the process of being founded.
13. Natural persons, acting in their own capacity, are incapable of becoming registered users and therefore are restricted from accessing the private section of this website.
14. Registered legal person needs to appoint a suitable natural person representing it with appropriate power of attorney to use the full functionality of this website, including, but not limited to, managing service contracts through this website.
15. One registered legal person can appoint only one natural person to represent it at the same time, but one natural person can represent multiple registered legal persons at the same time.
16. To access the full functionality of this website, natural person representing a registered legal person must log-in with e-mail and Estonian e-residency card.
17. Each registered legal person shall be also given the possibility to log-in with e-mail and e-residency card.
18. Registered legal persons and natural persons appointed by them as their representatives must comply at all times with KYC/AML procedures, whether regular or ad hoc, whether based directly on applicable laws and regulations or deriving from appropriate internal rules of SetGo Estonia OÜ.

Main functions of this website

19. Public section of this website is limited to promoting Estonia in general, advertising SetGo Estonia OÜ services and offering communication channels to contact SetGo Estonia OÜ.
20. Main functions available in the private section of this website are:
 - a. Founding an Estonian private limited company online;
 - b. Accessing a market place of different corporate services that can be acquired online;
 - c. Managing service contracts concluded with SetGo Estonia OÜ and its Partners online.
21. Available functions in the private section may vary depending on the specific registered user.

Cyber security

22. SetGo Estonia OÜ will never ask you for any secret information concerning the log-in to this website (e.g. your password for this website or your password for your e-residency card).

23. If you have lost your password or you have doubt that somebody else has gained access to it, you should immediately contact SetGo Estonia OÜ.
24. If you have lost your e-residency card, its password or you have doubt that somebody else has gained access to it, you should immediately contact Estonian Police and Border Guard Board.

Protection of the content of this website

25. You consent to refrain from:

- a. Harvesting or collecting information about users of this website.
- b. Using this website to transmit through or in connection with this website, any spam, chain letters or other unsolicited communications.
- c. Interfering with or disrupting the operation of this website or the servers or networks used to make this website available, including by hacking or defacing any portion of this website (including any content available thereby); or violating any requirement, procedure or policy of such servers or networks.
- d. Restricting or inhibiting any other person from using this website.
- e. Copying, reproducing, modifying, adapting, translating, creating derivative works of, selling, distributing or otherwise exploiting any portion of (or any use of) this website without SetGo Estonia OÜ prior written consent.
- f. Removing any copyright, trademark or other proprietary rights notice from this website.
- g. Framing or mirroring any portion of this website, or otherwise incorporating any portion of this website into any product or service without SetGo Estonia OÜ prior written consent.
- h. Systematically downloading and storing this website's content.
- i. Using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather this website's content.
- j. Reproducing or circumventing the navigational structure or presentation of this website without SetGo Estonia OÜ prior written consent.

26. Notwithstanding clause 25, and subject to compliance with applicable laws and any instructions posted in the robots.txt file located in this website's root directory, SetGo Estonia OÜ grants to the operators of public search engines permission to use spiders to copy materials from this website for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. SetGo Estonia OÜ reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

Restricting access to this website

27. If SetGo Estonia OÜ becomes aware that you are using this website for an unlawful purpose or by violating these terms and conditions, it may (without prior notice) block or close your account or restrict your access to this website. Same applies if SetGo Estonia OÜ cancels appropriate service contract with you due to your misconduct.
28. If SetGo Estonia OÜ suspects that you are using this website for an unlawful purpose or by violating these terms and conditions, it may (without prior notice) block your account, asking within 30 days of blocking the account you to submit evidence to SetGo Estonia OÜ showing that your use of this website has not been unlawful or violating these terms and conditions. Your account will remain blocked until you have submitted said evidence; if you fail to do so within the reasonable term, SetGo Estonia OÜ may close your account or restrict your access to this website.
29. SetGo Estonia OÜ may (without prior notice) block or close your account or restrict your access to this website if instructed to do so by public authorities.

Limitation of liability

30. To the extent permitted by law, SetGo Estonia OÜ excludes any representations and any warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy of this website. SetGo Estonia OÜ liability under these terms and conditions as well as otherwise in conjunction with this website is excluded to the extent permitted by law.
31. SetGo Estonia OÜ liability is in any event limited to direct patrimonial damage (Law of Obligations Act of Estonia (128) 3)). In no event shall SetGo Estonia OÜ be liable for violations of these terms and conditions which are not intentional (unless any applicable law prohibits such exclusion of liability).
32. SetGo Estonia OÜ shall bear no responsibility in respect of risks and threats relating to digital identities, digital signatures and similar technologies related to this website. Such risks and threats could relate to, but not limited to, cyber-attacks, hacking, regulatory changes, malfunctions of hardware or software.
33. You indemnify to not hold SetGo Estonia OÜ, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and service providers of SetGo Estonia OÜ or its parent or affiliates, now or in the future and any other member of the SetGo Estonia OÜ team liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to this website.

Miscellaneous

34. These terms and conditions (together with documents to which they make reference) constitute the entire agreement between you and SetGo Estonia OÜ in relation to the use of this website.

35. SetGo Estonia OÜ may at any time amend these terms and conditions (as well as any other rules or undertakings governing the use of this website, including documents to which these terms and conditions make reference). You shall be responsible for reviewing and becoming familiar with any such modifications. Use of this website by you after any modification thereof constitutes your acceptance to the modifications.
36. You will be notified about amendments referred to in clause 34 on this website at least one week in advance (unless any applicable law requires SetGo Estonia OÜ to make the amendments immediately). If you do not accept such amendments, you may contact SetGo Estonia OÜ to close your account and abstain from using this website thereon.
37. These terms and conditions do not give any rights to any third parties.
38. These terms and conditions as well as any relationship between you and SetGo Estonia OÜ in respect of them are governed by the laws of Estonia.
39. Appropriate regulations shall be applied, in good faith and in accordance with the spirit of these terms and conditions, to any matter not regulated in these terms and conditions.
40. Any dispute between you and SetGo Estonia OÜ arising out of or in connection with these terms and conditions shall be settled by way of negotiations. Unsettled disputes shall be forwarded to the court of Harju Maakohus.

Last update : 17/09/2019