



eRIK

Centre of Registers and Information Systems

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## GENERAL CONDITIONS FOR THE USE OF INQUIRY SYSTEMS OF THE CENTRE OF REGISTERS AND INFORMATION SYSTEMS

### 1. GENERAL PROVISIONS

- 1.1. These general conditions for the use of inquiry systems (hereinafter named as **General Conditions**) of the Centre of Registers and Information Systems (hereinafter named as **RIK**) are an integral part of the contract for the use of inquiry systems, concluded between RIK and the person or institution who wishes to use the inquiry systems (hereinafter named as the **Client**).
- 1.2. The General Conditions are valid as general provisions for all the contracts for the use of inquiry systems, concluded between the Client and RIK (hereinafter named separately also as the **Party** and jointly as the **Parties**) about the access to the following electronic databases managed or mediated by RIK (hereinafter as **Databases**): e-Land Register, e-Commercial Register, European Business Register (EBR) and *Ametlikud Teadaanded*
- 1.3. In addition to the General Conditions in the contract for the use of inquiry systems and special conditions agreed between the Parties according to the General Conditions, the legal relationship between the Parties is governed by the legislation of the Republic of Estonia, also the service descriptions and user instructions and conditions established by RIK and published on the website [www.rik.ee](http://www.rik.ee) or introduced otherwise by RIK to the Client.

### 2. CONCLUSION OF THE CONTRACT FOR THE USE OF INQUIRY SYSTEMS

- 2.1. For the conclusion of the contract for the use of inquiry systems, the Client shall submit to RIK an electronic application through the website [www.rik.ee](http://www.rik.ee), presenting all the data requested by RIK therein. Upon the conclusion of the contract for the use of inquiry systems, the Client is obliged to submit to RIK true, complete and accurate data about themselves. During the execution of the contract, RIK shall have the right to request from the Client data and documents for the verification and updating of presented information.
- 2.2. A Client, who uses the inquiry systems for the execution of public law functions on the basis of legal acts (hereinafter named also as the **Institution**), should disclose to RIK upon the conclusion of the contract for the use of inquiry systems the type and scope of data required and the underlying provision of law, also the IP addresses of the Institution from which the inquiry systems will be used.
- 2.3. In case RIK approves the application of the Client to conclude the contract for the use of inquiry systems, RIK will draw up special conditions for the contract for the use of inquiry systems on the basis of the application, signs and forwards these to the Client for signing. The contract for the use of inquiry systems is formed by the special conditions together with the General Conditions.
- 2.4. The contract for the use of inquiry systems will enter into force, when special conditions signed by both Parties are returned to RIK.
- 2.5. RIK has the right to refuse from approving the application of the Client and signing the contract for the use of inquiry systems, if:
  - 2.5.1. The Client had submitted untrue or insufficient data upon the conclusion of the contract;
  - 2.5.2. The Client has an exigible debt to RIK or in case a contract with the Client has been terminated on the initiative of RIK in the previous 3 (three) years due to a breach of the contract.
- 2.6. The descriptions and conditions of the services provided by RIK are given on the website [www.rik.ee](http://www.rik.ee). In the application for the conclusion of the contract for the use of inquiry systems it should be stated among other, if the Client wishes to have an access to the European Business Register or would like to order other RIK extra services related to the use of inquiry systems. If the Client wishes to order extra services

from RIK after the conclusion of the contract for the use of inquiry systems, or to stop buying a selected extra service, the Client should submit to RIK a respective signed application.

### **3. ACCESS TO DATABASES**

- 3.1. As a representative of the Client, the right to use the inquiry systems and to make inquiries from the Databases in the name and on behalf of the Client belongs to a natural person, who has been appointed by the Client as the person with the inquiry right (hereinafter named as the **User**).
- 3.2. Upon the conclusion of the contract for the use of inquiry systems, excluding only for the use of the requisite services, the Client shall appoint the administrative user, who shall have the right to add and delete Users and to open and close for the Users services ordered by the Client in the scope determined by RIK. RIK shall have the right to request the Client to inform RIK about the data of all the Users. The Client should inform RIK immediately about all the changes in the data of the administrative user.
- 3.3. Making inquiries to Databases through the inquiry systems requires the identification of the Client or User. In 4 (four) working days since the contract for the use of inquiry systems has entered into force, RIK shall issue to the Client the username and password necessary for using the inquiry systems. The Users, who are using the inquiry systems in the name of the Institution for free, should use a certificate (ID card, mobile ID or similar), which allows the digital identification of their persons, except for the exceptions provided in legislation.
- 3.4. The Client is liable for all the Users acting in Client's name and shall ensure that a User acting in the name of the Client fulfils unwaveringly the conditions in the contract for the use of inquiry systems and in legislation, and the requirements established by RIK to the use of inquiry systems.
- 3.5. A User shall have the right to use only those passwords, which have been issued to him/her. The Client and the User undertake to keep in secrecy the usernames and passwords necessary for using the inquiry systems, and to apply other measures, which preclude the use of inquiry systems and making queries to Databases by third parties by means of the identification attributes of Users. In relation to RIK each user activity with the inquiry systems, which has been performed, using the identification attributes of a User shall be valid as an activity performed by the Client and the liability for that rests with the Client.
- 3.6. The Client undertakes to immediately change passwords in case of a doubt that the passwords have become known to third parties.

### **4. USING THE DATA**

- 4.1. With the conclusion of the contract for the use of inquiry systems the Client confirms that it shall use the inquiry systems and data obtained from the Databases in compliance with valid legislation, in good faith and refraining from prejudiced action against RIK or third parties. The Client is prohibited from using the inquiry systems for the purpose of committing an offence.
- 4.2. Unless agreed otherwise by the Parties, the Client is prohibited from reselling or transferring by other means the data obtained from the European Business Register. In addition to the General Conditions, when using the data from the European Business Register, the Client should also follow the conditions and restrictions established by the registers of various states, published on the website of the European Business Register inquiry system or on the website [www.rik.ee](http://www.rik.ee).
- 4.3. In the processing of the data obtained from Databases through the inquiry system, the Client is obliged to follow all the requirements to the protection of personal data, including the restrictions to forwarding personal data to foreign countries.
- 4.4. T The Client is obliged to use the data received as a result of using the requisite services only to fill out the Annex to the VAT Return specified in Section 27 (1) of the Value Added Tax Act.

### **5. FEE AND PAYMENT TERMS**

- 5.1. Inquiry systems are used for a fee. Service fees are established with regulations of the Minister of Justice or directives of the director of RIK. Service fees are also published in a price list on the RIK website [www.rik.ee](http://www.rik.ee). Only in exceptional cases provided in legislation, the Client shall have the right to use the inquiry systems and Databases free of charge.
- 5.2. The Client undertakes to pay the service fees related to the use of inquiry systems 1 (once) per month on the basis of an invoice issued by RIK, pursuant to valid service fee rates and in compliance with the provisions of the General Conditions.
- 5.3. Unless agreed otherwise by the Parties, RIK shall forward the invoice to the Client only in the electronic form. The invoice shall be paid in 14 (fourteen) calendar days from the issuing of the invoice.
- 5.4. RIK shall have the right to impose a monetary limit on queries to the European Business Register. The accounting period of the limit is the calendar month and RIK shall have the right to suspend the access

of the Client to the European Business Register after the limit has been reached. The limit is specified in special conditions to the contract for the use of inquiry systems, and for changing the limit after the conclusion of the contract the Client should submit a written or digitally signed application to RIK. RIK shall have the right to refuse from increasing the limit.

- 5.5. The client should pay the service fees that are computed on the basis of the calendar month (hereinafter as **Monthly fee**), including subscription fee and monthly fee for XML services, in full also for the period, when the access of the Client to a inquiry system had been restricted in compliance with the provisions of the General Conditions. The monthly fee is computed irrespective of whether the Client uses the inquiry systems or not. The monthly fee shall not be computed for a period, when the validity of the contract for the use of inquiry systems had been suspended according to subsection 7.1 of the General Conditions.
- 5.6. The Client shall be notified about changes in the service fees through the RIK website [www.rik.ee](http://www.rik.ee) at least 30 (thirty) calendar days before the changes take effect. The abovenamed notice period shall not be applied in case of changes that involve the reduction of service fees or addition of new services to the price list.
- 5.7. An invoice shall be deemed paid, when the whole amount presented in the invoice has arrived on the bank account indicated in the invoice. In case of delay with the payment, RIK shall have the right to request from the Client a fine of 0.5% of the outstanding amount for each calendar day of delay.
- 5.8. Upon the development of arrears, the RIK first sends the Client a reminder, which is issued when 14 (fourteen) calendar days have passed from the payment deadline of an invoice with a specified payment deadline of 14 (fourteen) calendar days. If the claim in the reminder is not fulfilled, a debt notice will be sent to the Client with a payment deadline of 14 (fourteen) calendar days. At that same time that the debt notice is sent out, the Client's access to the search systems will be restricted until the arrears are eliminated (access restriction will be terminated within 3 workdays of the elimination of the arrears). If the claim is not fulfilled by the payment deadline specified in the debt notice, the Client will be sent the debt notice no. 2 for immediate fulfillment. If the claim is not satisfied, the debt notice no. 2 is considered to be a declaration of the termination of the contract and the contract is considered to be terminated by the RIK in 5 (five) calendar days as of the issuance of debt notice no. 2.
- 5.9. The Client is obliged to compensate RIK for costs related to the collection of debts from the Client, incl. for the assistance of persons acting as the representatives of RIK in the collection of debts.
- 5.10. Amounts overpaid by the Client will be calculated as a prepayment for the next invoice. An amount overpaid by the Client, which is less than € 11.50, will be calculated as a prepayment without notifying the Client thereof. If the amount is greater than € 11.50, the RIK will notify the Client latest by the last day of the corresponding quarter pursuant to the procedure prescribed in clause 9.2. If the Client wishes to have the overpaid amount refunded, the RIK will refund the overpaid amount to the bank account specified by the Client. Upon the termination of a contract, the RIK will refund the overpaid amount to the Client.

## **6. MAINTENANCE OF INQUIRY SYSTEMS**

- 6.1. RIK devotes all their efforts to ensure the faultless operation of inquiry systems.
- 6.2. RIK shall have the right to restrict partially or completely the access of the Client to the inquiry systems for the works necessary for the repair or maintenance of the latter. RIK shall inform the Client about planned interruptions through the inquiry system or on the website [www.rik.ee](http://www.rik.ee). at the earliest possible opportunity. During the maintenance of the inquiry system, the fulfilment of the contractual obligations of RIK to the Client is suspended and RIK shall not be responsible for compensating the Client for possible damages incurred with the nonfulfilment of obligations arising from the contract for the use of inquiry systems due to the above-named reason.
- 6.3. RIK may establish service requirements of inquiry systems, which are published on the website [www.rik.ee](http://www.rik.ee) and form the grounds for the provision of services and maintenance of inquiry systems by RIK. The operating requirements of inquiry systems are published for information purposes and are not appendixes to the contract for the use of inquiry systems.
- 6.4. RIK shall have the right to monitor the use of inquiry systems by the Client, and issue letters of inquiry with mandatory execution about the lawfulness of the usage of inquiry systems and Databases.
- 6.5. The Client and User are prohibited from conducting any activities, which could jeopardize the inquiry systems or the security of the Databases. RIK shall have the right to immediately restrict the access of the Client to inquiry systems, should RIK have doubts about the security of the activities of the Client.
- 6.6. With the inquiry systems the Client is prohibited to use programs that are not intended for general-purpose browsing of the Internet or the operation of which is not directly humancontrolled. The programs that are regarded as special-purpose programs include scripts, robots and automated tools or programs that are not intended for browsing the Internet. The restrictions named in this provision do not apply for those websites for which the Parties have made an agreement for the use of XML services.

- 6.7. In connection with inquiry systems, RIK shall have the right to introduce unilaterally any changes, including those which result in changed functionality, design, structure, internet address (URL), security elements, etc. of inquiry systems, also to change or supplement the content or composition of services or to finish the provision of some service. The Client shall be notified about respective changes on the RIK website [www.rik.ee](http://www.rik.ee).

## **7. SUSPENSION OF THE CONTRACT AND RESTRICTION OF ACCESS**

- 7.1. The Client shall have the right to request from RIK the suspension of the validity of the contract for the use of inquiry systems, submitting to RIK a written or digitally signed application to that effect. RIK shall suspend the validity of the contract not later than in 5 (five) working days from receiving the application. The validity of the contract shall be restored on the basis of a written application by the Client and after the receipt of the fee established by RIK for the restoration of access to the inquiry systems. If the Client has not expressed its will to restore the validity of the contract in 1 (one) year from the suspension of the contract, the contract for the use of inquiry systems shall be deemed as terminated.
- 7.2. In addition to the provisions in subsections 5.8, 6.2 and 6.5 of the General Conditions, RIK can restrict the use of inquiry systems by the Client in case
- 7.2.1. The Client violates the requirements in subsection 6.6 of the General Conditions or has used the inquiry systems in some other way that disturbs other users, the functionality of inquiry systems, or has misused the inquiry systems or Databases in some other way;
- 7.2.2 The Client commits a significant infringement of other requirements in the contract for the use of inquiry systems, and has not eliminated the infringement in 5 (five) calendar days from receiving a respective request from RIK.
- 7.2.3 A Client who has concluded a contract for the use of the inquiry systems has submitted to RIK a signed application for limiting the use of other services only during the period of using the requisite services. Upon submitting the application, the Client must take into account that limiting the use of other services shall take effect within 5 (five) working days as of the date of submitting the application. Only during the period of using the requisite services, the fees specified in Subsection 5.5 of the Contract shall not apply.
- 7.3 If RIK has not cancelled the contract for extraordinary grounds pursuant to subsection 8.3 of the General Conditions, RIK shall restore in 2 (two) working days the possibility of the Client to use the inquiry system, when the circumstances provided in subsection 7.2 of the General Conditions have been dismissed and the Client has paid to RIK all due debts and the fee established by RIK for the restoration of the access to the inquiry systems, and has notified RIK about the payment of debt.

## **8. TERM AND EXPIRY OF THE CONTRACT**

- 8.1. The contract for the use of inquiry systems has been concluded for an unspecified term. The contract may be terminated on the initiative of the Client or RIK or with a written agreement between the Parties.
- 8.2. The Parties shall have the right for ordinary termination of the contract for the use of inquiry systems, at any time and irrespective of the reasons, notifying the other Party thereof in writing in 5 (five) calendar days in advance.
- 8.3. RIK shall have the right to cancel the contract without following the term of notice specified in subsection 8.2, if the reason for cancelling the contract are the grounds provided in subsections 5.8, 6.5, 6.6, 7.2 or 4.4 of the General Conditions.

## **9. NOTIFICATION OBLIGATION**

- 9.1. The Client undertakes to notify RIK about changes in its data and to forward the new data to RIK without delay to the contact address marked by RIK. RIK shall inform about changes in its contact details on the website of the inquiry system or the website [www.rik.ee](http://www.rik.ee). Until notified otherwise by the other Party, both Parties shall have the right to presume that the contact details have not been changed, the rights of the administrative user and Users have also not been changed or cancelled.
- 9.2. Informative notices related to the contract may be sent to the other Party also by e-mail. Notices, which entail legal consequences, should be effected in writing and delivered against signature or by mail or digitally signed by e-mail, if not specified otherwise in the General Conditions.

## **10. SANCTIONS**

- 10.1. RIK shall be liable only in case of intentional violation of the contract for the use of inquiry systems, in which case the Client shall have the right to request from RIK for the compensation of direct material damages caused with the respective violation. RIK shall not be liable for any other damages that may be incurred by the Client, and shall not be obliged to compensate for the loss of profit, costs related to interruption in business activities or reduction in profits or other similar damages.
- 10.2. The Client shall be responsible for the material damages caused to RIK with a violation of the contract. The Client shall not be responsible for damages caused by force majeure circumstances. Force majeure shall be defined by the Parties as stipulated in the provisions of the Law of Obligations Act.
- 10.3. In case of the violation of Client's obligations provided in the General Conditions, RIK shall have the right to request from the Client contractual penalty in the amount of up to 10,000 (ten thousand) euros for each violation, and for the compensation of the caused damages.

## **11. OTHER CONDITIONS**

- 11.1 If the obligation of disclosure has not been stipulated in legislation, the Parties should keep in secrecy the confidential information about the other Party, which became known to them in connection with the conclusion and execution of the contract for the use of inquiry systems, especially information about the business activities of the Client, technical solutions and security requirements related to the execution of the contract, and other sensitive information, which is not available in public. The prescribed confidentiality obligation is valid without a term.
- 11.2 These General Conditions shall enter into force on 10.06.2011. On the same date the redaction of the General Terms for Issue of Data from the Databases of the Centre of Registers and Information Systems, which was confirmed with the RIK director's directive No. 59 from 11.06.2007, shall become invalid.
- 11.3 RIK shall have the right to change and supplement the General Conditions. Information about changes is provided on the RIK website [www.rik.ee](http://www.rik.ee) or through mass media or by other reasonable method at least 30 (thirty) calendar days before the changes take effect. If the Client has not cancelled the contract in 30 (thirty) calendar days from the issue of the notice about changes in the General Conditions, then their silence shall be deemed as a declaration of acceptance of the respective changes and as an acknowledgement to hold thereby no complaints about the changes in the General Conditions. These General Conditions become an integral part of the contract and mandatory for the Parties from the day of entering into force.
- 11.4 Complaints by the Client should be addressed to RIK. Disputes between the Parties are strived to be settled by means of negotiations. Should the negotiations bring no results, the disputes shall be settled pursuant to the legislation of the Republic of Estonia.