

# Conditions of Use

APPROVED

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Annex

## Conditions of use of the service of the Centre of Registers and Information Systems

### 1. Definitions

Service – e-services provided to the public by the Centre of Registers and Information Systems, which, among other things, may include websites, databases, information systems, registers, etc.  
Administrator – Centre of Registers and Information Systems.  
User – person using the service.

### 2. General provisions

2.1 Using the service is only allowed if all the conditions of use are agreed to. By using the service, the user agrees to all the conditions of use without exception.

2.2 Using the service is defined as processing any data available via the service (including viewing, changing, deleting, downloading) in any way or for any purpose.

2.3 Using the service with automated scripts, programmes, or tools is forbidden. The restriction does not apply:

2.3.1. to services for which the user has concluded a contract with the administrator for the use of XML services;

2.3.2. in using the web functionality [ariregister.rik.ee/autocomplete.py=nimi](http://ariregister.rik.ee/autocomplete.py=nimi);

2.3.3. to open data;

2.3.4. if the user has a permit from the administrator in a form enabling written reproduction.

2.4 Upon using the service, activities that disrupt or prevent the provision of services to the administrator's clients or activities that may do so are forbidden.

2.5 The legal relationship between the user and the administrator is guided by the valid legislation of the Republic of Estonia.

### 3. Reusing data

3.1 Open data are digital machine-readable data which are available for the public to use and which have no restrictions limiting their use or distribution and which are published on the following website: <http://www.rik.ee/en/open-data> [1]. Upon using open data, the user agrees to and is obligated to follow published licence conditions. Acceptance to licence conditions is given to the administrator at the moment the database of open data is opened.

3.2 The user is obligated to follow legislative restrictions in reusing (distributing, publishing, etc.) the data not considered open data, as well as to ensure the relevance of the data.

### 4. Copyrights

4.1 The administrator holds all the copyrights and rights accompanying copyrights (rights of the compiler of the database) related to the service and the materials contained therein (published information, texts, images, graphics, compilations, software, and other works for the purposes of the Copyright Act), the copyrights of which do not belong to third persons.

4.2 By making the service available to the public, the administrator does not give any person copyrights for the service or the materials published therein.

4.3 The materials available via the service may be reproduced, distributed, translated, processed, and adapted, as well as shown to, forwarded and made available to the public (not for the purpose of profit) within the limits of free use provided for by the Copyright Act. Making extracts of the entire database or a significant part thereof or reusing them is permitted only under the conditions agreed upon with the administrator. This clause does not apply in using the database of open data.

4.4 The reproduction of the service, its structure, technical or graphic solution is forbidden.

4.5 References and hyperlinks (including deep linking on subordinate sites) are allowed under the condition that they do not provide any wrong, misleading, or disparaging information about the

service or the administrator, and do not misrepresent the service. The framing of the service or a part thereof is allowed only under conditions agreed upon with the administrator.

## **5. Personal data**

5.1 In accordance with the Personal Data Protection Act, personal data is processed only with the permission of the user and only to the extent required for the functioning of the service. With regard to personal data submitted into the possession of the administrator when using the service, the user agrees to:

5.1.1 have their personal data processed in the information system or register of the administrator;

5.1.2 have searches made in databases based on their personal identification code if this is necessary for ensuring the functionality of the provided service.

## **6. User rights and obligations**

6.1 The user has the right to use the service in accordance with the conditions of use of the service.

6.2 Upon using the service, the user is obligated to follow all applicable laws, legislation governing the protection of intellectual property, and good practices.

6.3 The user must pay all the established service fees for paid services. The service fees are published on the website of the administrator.

6.4 The user is obligated to keep secret the identification codes necessary for logging into the service. The user is liable for any possible damages caused by using the service with the identification codes which have fallen into the possession of a third person due to the action or inaction of the user.

## **7. Administrator rights and obligations**

7.1 The administrator has the right to restrict the access of the user to the service if the user violates these conditions of use or if the administrator has reasonable doubt that the user has violated the conditions of use.

7.2 The administrator has the right to temporarily restrict the access of the user to the service if this is necessary for the technological changes, updates, maintenance of the service or for combating a cyber-attack.

7.3 The administrator is not liable for any damages caused by using the service or by restricting or terminating access to the service based on these conditions of use, including for any loss of income.

7.4 The administrator is obligated not to disclose to third persons any user data, except for the purpose of forwarding data on the grounds laid down by law.

7.5 The administrator has the right to unilaterally amend the conditions of use and other instructions available via the service. The amended conditions of use will be published on the website rik.ee and they will enter into force upon their publication on the website. No user will be individually notified of the amendment of the conditions of use.

**Source URL:** <https://www.rik.ee/en/agency/conditions-use>

### **Links:**

[1] <http://www.rik.ee/en/open-data>