

AS CREDITINFO ESTONIA GENERAL TERMS AND CONDITIONS

01.06.2025

1. DEFINITIONS

- 1.1. **Creditinfo** – AS CREDITINFO EESTI. Creditinfo's contact details are published on the Website;
- 1.2. **Special Terms** – the Agreement contains special terms agreed upon between the Parties that differ from the Terms of Service;
- 1.3. **Agreement Documents** – Any document referred to in the Agreement (including any amendments made to such document from time to time) that contains a detailed description of the agreed functionality or Services of the objects delivered by Creditinfo;
- 1.4. **Price List** – the price list for the Services established by Creditinfo, unless otherwise agreed between the Parties in the Agreement;
- 1.5. **Information** – all data, assessments, reports and any other materials provided to the Client or used by Creditinfo in the Services or in connection with the provision of the Services;
- 1.6. **Intellectual Property Rights** – copyrights, database rights, domain names, patents, registered or unregistered utility models, registered or unregistered trademarks and any other industrial, commercial or intellectual property rights valid in any jurisdiction, and any rights to claim said rights;
- 1.7. **Client** – any natural or legal person who uses, has used or has contacted Creditinfo for the purpose of using the Service;
- 1.8. **Confidential Information** – information in any form or medium and any other data relating to the trade secrets, work procedures, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions and/or business activities of the Parties and/or their customers, suppliers, clients or group companies;
- 1.9. **Agreement** – an agreement between Creditinfo and the Client for the provision of the Service, to which the Special Terms, Terms of Service, Agreement Documents, Price List, General Terms and Conditions and other relevant annexes to the Agreement specified in the Agreement concluded with the Client or in the applicable conditions always apply, unless otherwise provided for in the Agreement concluded between the Parties;
- 1.10. **Party** – both Creditinfo and the Client;
- 1.11. **Services** – the Services set out in the Agreement, Terms of Service, Special Terms or Agreement Documents and the services provided to the Client by Creditinfo on the basis of the Agreement or in connection therewith;
- 1.12. **Terms of Service** – terms and conditions established by Creditinfo, which are part of the Agreement concluded for the provision of each relevant Service;
- 1.13. **Website** – Creditinfo website www.creditinfo.ee;
- 1.14. **Online Environment** – e-Krediidiinfo portal www.e-krediidiinfo.ee;
- 1.15. **General Terms and Conditions** – these Creditinfo General Terms and Conditions.

2. GENERAL PROVISIONS

Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions establish the fundamentals of the relationship between Creditinfo and the Client, the procedure for communication between the Parties, the general conditions for concluding, amending and terminating Agreements, and the exercise of rights and fulfilment of obligations between the Parties within the framework of concluded Agreements.
- 2.2. In addition to the General Terms and Conditions, the legal acts of the Republic of Estonia, the Agreement, the Terms of Service, the Special Terms, and other Agreement Documents and terms and conditions, the Price List, and the principle of good faith apply to the relations between the Parties.
- 2.3. The Parties shall proceed from the General Terms and Conditions to the extent that they do not conflict with the Agreement or the Terms of Service.

- 2.4. If Creditinfo has established Special Terms for the Agreement for any legal relationship that has arisen or is arising between the Parties, the Terms of Service and the General Terms and Conditions shall apply to such legal relationship with the exceptions arising from the Special Terms. In the event of a conflict between the provisions of the Terms of Service and the Special Terms, the provisions of the Special Terms shall apply.
- 2.5. The Parties shall proceed from the General Terms and Conditions, the Agreement, the Terms of Service, the Special Terms, the Agreement Documents and the Price List to the extent that this does not conflict with other terms and conditions of the Agreement.
- 2.6. The General Terms and Conditions can be found on the Creditinfo website.
- 2.7. Ambiguities between the Estonian and foreign language texts of the General Terms and Conditions, the Agreement, the Terms of Service, the Special Terms and the Agreement Documents, the Estonian text shall prevail.

Establishment and amendment of the General Terms and Conditions, Terms of Service, Agreement Documents and Price List

- 2.8. The General Terms and Conditions, Terms of Service, Agreement Documents and Price List are established by Creditinfo.
- 2.9. Creditinfo has the right to unilaterally amend the Agreement Documents. Creditinfo may amend the Agreement Documents, among other things, in the following cases:
 - 2.9.1. if necessary due to changes in Creditinfo's business operations;
 - 2.9.2. if necessary due to new laws or regulations affecting the provision of the Services;
 - 2.9.3. when the Services are modified or developed.
- 2.10. Creditinfo will notify the Client of any changes to the Agreement Documents at least one (1) month in advance, except for the Price List, which will be changed in accordance with clause 5.1 Creditinfo will notify the Client of any changes via e-mail, the Website or the Online Environment.
- 2.11. The Client shall be deemed to have agreed to the changes if: a) the Client continues to use the Services after the date on which the changes come into force; b) the Client confirms his/her agreement by e-mail. If the Client does not agree to the changes, he/she must notify Creditinfo thereof before the date on which the changes come into force.
- 2.12. If the changes to the Agreement Documents entail technical changes to the Client's IT systems, Creditinfo and the Client shall separately agree, no later than one (1) month after Creditinfo notifies them of the changes to the Agreement Documents, on a deadline for performing the technical work, which shall not be longer than one (1) year after the changes to the instructions come into force. Changes to the Agreement Documents that are related to the aforementioned technical work of the Client shall come into force on the deadline agreed between the Parties.
- 2.13. If the changes to the Agreement Documents result from recommendations, proposals, prescriptions or amendments to legislation by relevant supervisory authorities (e.g. the Data Protection Inspectorate), Creditinfo does not have to comply with the notice period specified in this chapter when informing the Client.
- 2.14. If Creditinfo unilaterally changes the Agreement Documents and the Client does not agree with the changes, the Client has the right to unilaterally terminate the Agreement. The Client must notify Creditinfo of the termination of the Agreement at least fourteen (14) calendar days in advance.

3. IDENTITY AND RIGHT OF REPRESENTATION

- 3.1. A Client, who is a natural person may make all transactions in person or through a representative. The representative must be prepared to prove his/her right of representation and identity and is responsible for the transactions made.
- 3.2. A legal entity makes transactions through a representative. The representative must be prepared to prove his/her right of representation and identity and is responsible for the transactions made. The Client is obliged to immediately inform Creditinfo of the termination of his/her representative's right of representation or any changes thereto.

4. MAIN OBLIGATIONS AND CONFIRMATIONS

- 4.1. Creditinfo is obliged to:
 - 4.1.1. provide the Services in accordance with the provisions of the Agreement;
 - 4.1.2. provide the Services and collect and compile data that forms the basis of the Service or that forms part of the Service, using reasonable care and skill.
- 4.2. The Client agrees that he/she:
 - 4.2.1. makes all reasonable efforts to ensure that the data it transmits to Creditinfo is complete, accurate and in the agreed format;
 - 4.2.2. acts in accordance with all relevant legislation, administrative acts and other rules of similar effect applicable to this Party when using the Service, including in accordance with the Personal Data Protection Act;
 - 4.2.3. ensures that the Client's company's data security measures (i.e. internal technical and organizational security measures) comply with the requirements set out in the Agreement and applicable legislation and keeps the data security measures up to date and at the necessary level to ensure data security throughout the validity of the Agreement;
 - 4.2.4. refrain from copying, modifying and/or using in any other unauthorized manner any digital certificate or other security device provided by Creditinfo;
 - 4.2.5. uses the Service and/or Information only for the purposes described in the Agreement;
 - 4.2.6. not sell, transfer, sublicense, distribute, commercialize or otherwise make available to any third party or use any Service and/or Information for the benefit of any third party;
 - 4.2.7. will not copy, adapt, modify, reverse engineer, decompile or otherwise interfere with the content of the Services and/or Information, except as agreed with Creditinfo and set out or referred to in the Special Agreement.
- 4.3. Each Party will make all reasonable efforts to fulfil its contractual obligations in accordance with the schedule for the provision of the Services agreed upon by the Parties.

5. FEES AND BILLING

- 5.1. The Client shall pay the agreed fee for the Services in the manner agreed in the Terms of Service or the Special Terms. Creditinfo has the right to unilaterally change the fees at any time by giving fourteen (14) calendar days' notice in a reproducible written form. For the sake of clarity, the Parties note that Creditinfo may also provide the Client with such notice via the Website or the Online Environment.
- 5.2. Unless otherwise provided for in a Special Terms or otherwise agreed between the Parties, Creditinfo shall submit invoices to the Client on a monthly basis for the previous month.
- 5.3. If the Client delays the payment of any amount, Creditinfo has the right to charge interest of 0.1% per day on the amount exceeding the payment deadline specified on the invoice until the debt is cleared, both before and after the court decision.
- 5.4. The invoice is deemed to have been received by the Client if Creditinfo has sent it as an e-invoice or to the contact details provided by the Client.

6. USING THE LEXISNEXIS SERVICE

- 6.1. If a Portal Use Agreement has been concluded between the Client and Creditinfo and the Client expresses a wish to use the integrated sanctions, state-exposed persons and watchlists check service in the e-Krediidiinfo portal, the Client undertakes to comply with the LexisNexis Subscription Agreement established by LexisNexis Business Information Solutions BV for the use of this service. In this section, the use of the sanctions, state-affiliated persons and watchlists check service, i.e. making a query from the LexisNexis Business Information Solutions BV database, is considered to be a request. Based on Creditinfo's internal risk management policy and the agreement on the terms of service between Creditinfo and LexisNexis Business Information Solutions BV, Creditinfo does not undertake to enable the use of the service specified in these sections to all Clients. If the Client has expressed a desire to use the sanctions, state-affiliated persons and watchlists check service, the prices according to the price list, which can be found on the e-Krediidiinfo portal, apply to the use of the service.

7. MODIFICATION OR CLOSURE OF THE SERVICE

- 7.1. Creditinfo is constantly working to improve and enhance the Service in order to provide Clients with modern and efficient solutions. During the development of the Service, we may make changes to the functionality, design or technical solutions of the Service to ensure a better user experience and service quality. We will inform Clients of changes and important updates in an appropriate manner. We value the feedback and suggestions received from Clients and, where possible, will take them into account in the further development and improvement of the Service.
- 7.2. Creditinfo has the right to unilaterally change the technical structure of the Service or to partially or completely close the Service, informing the Client in accordance with the Agreement.

8. TERMINATION OF THE AGREEMENT

- 8.1. Creditinfo has the right or obligation to refuse to provide the Service or enter into the Agreement, as well as to impose temporary or permanent restrictions on the use of the Service or terminate the Agreement exceptionally without prior notice if:
 - 8.1.1. The provision of the Service to the Client is not in accordance with Creditinfo's risk appetite or for any other reason deemed valid by Creditinfo, which Creditinfo does not justify;
 - 8.1.2. The Client has knowingly or due to gross negligence submitted false or incomplete information to Creditinfo;
 - 8.1.3. The Client is, according to reliable and independent sources or inside information, involved or has been involved in organized crime, first degree crimes, money laundering, terrorist financing or the violation or evasion of international or national sanctions;
 - 8.1.4. The Client is associated with persons, sectors of activity, territories, associations or regimes subject to international or national sanctions;
 - 8.1.5. The Client has delayed fulfilling its obligations to Creditinfo or has been repeatedly late with payments;
 - 8.1.6. The Client has caused direct or indirect damage to Creditinfo, created a real risk of damage, or damaged Creditinfo's reputation;
 - 8.1.7. there is a situation where the obligation to make such a decision arises from legislation.

9. PROCESSING OF PERSONAL DATA

- 9.1. Creditinfo processes personal data in accordance with the Principles of Personal Data Processing.

10. CONFIDENTIALITY

- 10.1. The information that the Parties become aware of about each other during the performance of the Agreement and the terms of the Agreement are confidential, i.e. Confidential Information, and shall not be disclosed to third parties without the written or electronic consent of the other Party, unless disclosure is mandatory for the Party under the law. The Parties undertake not to use the information received from each other under the Agreement in bad faith for their own benefit. The confidentiality requirement is not made dependent on the validity of the Agreement, i.e. the confidentiality obligation is valid for ten (10) years after the termination of the Agreement. A Party may disclose confidential information to the Party's auditors and lawyers and other financial or legal advisors of the Party, as well as to the Party's employees who are involved in the performance of the Agreement due to their work duties, provided that they also comply with the confidentiality obligation.
- 10.2. The Parties undertake:
 - 10.2.1. keep Confidential Information secret by implementing modern data protection and other appropriate measures;
 - 10.2.2. not to use Confidential Information for their own benefit or allow third parties to use Confidential Information for their own benefit;
 - 10.2.3. return to the other Party upon first request all information carriers (including copies) containing Confidential Information;
 - 10.2.4. ensure that its employees, agents, consultants or other persons associated with it comply with the confidentiality obligations set out in this Chapter.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Intellectual Property Rights in the Client data transmitted by the Client belongs to the Client (or to the persons who have granted the relevant license to it).
- 11.2. All Intellectual Property Rights in the Services and Information remain with Creditinfo (or its licensors).
- 11.3. The Client grants Creditinfo a perpetual, non-transferable, non-exclusive license free of charge, under which Creditinfo may use (and copy) the Client data to fulfill the terms of this Agreement, for other purposes agreed upon between the Parties, and to comply with Creditinfo's legal requirements.

12. RESPONSIBILITY

- 12.1. The Creditinfo Services are not intended to be the sole basis for making business decisions and the Services rely on data provided by third parties, the accuracy and/or completeness of which Creditinfo cannot and/or is not economically feasible to guarantee. Therefore, Creditinfo cannot be held liable (except for breach of clause 4.1):
 - 12.1.1. for any inaccuracy, incompleteness or other error contained in the Service or shared Information resulting from data provided to Creditinfo by the Client or a third party;
 - 12.1.2. for the Service not enabling the Client to achieve any specific result.
- 12.2. Creditinfo is only liable for direct material damage.
- 12.3. Creditinfo is not liable if the provision of the Service is not possible due to the Client's actions or inaction.
- 12.4. Creditinfo is not liable for damages and other consequences arising from deficiencies and disruptions in the Service if they are due to reasons beyond Creditinfo's control, such as malfunctions in the databases that are the original sources of the data, power outages, or disruptions in communication lines.
- 12.5. Creditinfo is not liable for any deficiency in the Service, including temporary interruption, if this is due to a legal act of a competent supervisory authority (e.g. the Data Protection Inspectorate) or a legal remedy implemented by the data subject on the grounds and in accordance with the procedure provided for in the relevant legislation, which restricts the provision of the Service, including the processing of personal data in relation to specific data or in its entirety.
- 12.6. The Client is fully responsible for any of its actions or omissions that affect the operation, availability or use of the Creditinfo Services in a way that results in direct or indirect damage to Creditinfo and/or third parties. The Client undertakes to compensate Creditinfo and/or the relevant third parties for all losses, costs, claims, fines or other property liabilities arising from such actions or omissions, regardless of their legal qualification.
- 12.7. Nothing in the Agreement shall exclude any liability of the Parties that cannot be excluded under applicable law.
- 12.8. If a Party fails to exercise any right or remedy arising or arising under any of the General Terms and Conditions, the Agreement, the Terms of Service, the Special Terms or the Agreement Documents, the failure to exercise such right or remedy shall not preclude its subsequent exercise in that or any other case.

13. FORCE MAJEURE

- 13.1. Neither Party shall be liable for any failure to perform or delay in performing any of its obligations under the General Terms and Conditions, the Agreement, the Terms of Service, the Special Terms or the Agreement Documents if the failure to perform or delay is due to *force majeure*.

14. SENDING NOTICES

- 14.1. Informational and technical notices related to the Service shall be sent between the Parties by e-mail or in another manner that allows for written reproduction, e.g. on the Website or in the Online Environment. A notice sent by post shall be deemed to have been received upon delivery of the item by the postal service, and a notice sent by e-mail shall be deemed to have been received upon receipt of the acknowledgement of receipt by the addressee or at the latest upon sending the e-mail on the next business day.

15. ASSIGNMENT OF RIGHTS

- 15.1. Except as provided in clause 15.2 neither Party may assign, transfer, pledge or otherwise deal with any of its rights arising from the General Terms and Conditions, the Agreement, the Terms of Service, the Special Terms, the Agreement Documents and the Price List (including the username and password provided to the Client) without the prior written consent of the other Party (which consent may not be unreasonably withheld or delayed).
- 15.2. Creditinfo has the right to use a subcontractor to perform some or all of its obligations, but in such a case, Creditinfo is liable for the actions and inaction of the subcontractor to the same extent as if it had performed the obligations arising from the General Terms and Conditions, the Agreement, the Terms of Service, the Special Terms or the Agreement Documents itself.

16. APPLICABLE LAW AND JURISDICTION

- 16.1. The laws of the Republic of Estonia shall apply to the General Terms and Conditions and related documents. Foreign law shall apply if such an obligation arises from an international agreement or law.
- 16.2. All disputes that the Parties cannot resolve through negotiations shall be resolved in the Harju County Court in Tallinn, Estonia. We resolve disputes with the consumer in the court of the consumer's place of residence, if the consumer's permanent residence is in a Member State of the European Union. If at the time of conclusion of the Agreement the Client's place of residence, registered office or place of business was in Estonia, but the Client has moved to a foreign country or moved his place of residence or place of business after the conclusion of the Agreement, then the dispute shall be resolved in Estonia according to the place of residence, registered office or place of business at the time of conclusion of the Agreement.

17. FILING COMPLAINTS

- 17.1. Creditinfo aims to provide the Client with a high-quality Service. If the Client is not satisfied with the Creditinfo Service or the service, please inform us of this via [the Terms for Processing Complaints](#) on time.