

**CREDITINFO EESTI AS'S GENERAL TERMS AND CONDITIONS  
VERSION 1.1**

**1. PRIMARY OBLIGATIONS AND WARRANTIES**

- 1.1. Creditinfo Eesti AS shall:
- 1.1.1. provide the Services in accordance with the Specification;
  - 1.1.2. use all reasonable care and skill in the performance of the Services, and in the collection and collation of any data on which the Services are based or which is comprised within the Services.
- 1.2. The Client shall use all reasonable endeavours to ensure that any information provided to Creditinfo Eesti AS is complete, accurate and in the agreed format.
- 1.3. Each of the parties shall use all reasonable endeavours to perform its obligations under this Agreement in accordance with any written timetable for delivery of the Services agreed between the parties.
- 1.4. Each party warrants that it has the full power and authority to enter into this Agreement.
- 1.5. The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

**2. TERM**

- 2.1. Unless set out otherwise in the Specific Terms, this Agreement shall be deemed to have commenced on the Commencement Date and shall continue thereafter unless and until terminated by either party in accordance with the terms set out in Clause 10.

**3. PAYMENTS AND INVOICING**

- 3.1. The Client shall pay the fees set out in and/or referred to in the Specific Terms. All sums referred are exclusive of VAT. Creditinfo Eesti AS shall have the right to alter the fees at any time on 14 days notice to the Client in format which can be reproduced in writing. For the avoidance of doubt, such notice may also be provided to the Client through the on line environment.
- 3.2. Creditinfo Eesti AS will invoice the Client monthly in arrears, unless otherwise stated in the Specific Terms.
- 3.3. All invoices are payable in cleared funds within 14 days after sending of invoice by Creditinfo Eesti AS. If any sum payable by the Client to Creditinfo Eesti AS is not paid by its due date, Creditinfo Eesti AS shall be entitled to charge interest on the overdue amount at 0.1% per day for each day in delay. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment.

**4. NATURE OF THE SERVICES**

- 4.1. Creditinfo Eesti AS's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Creditinfo Eesti AS to guarantee. Creditinfo Eesti AS is therefore not able to accept any liability, other than under Clause 1.1, for:
- 4.1.1. any inaccuracy, incompleteness or other error in the Services and/or the Information which arises as a result of data provided to Creditinfo Eesti AS by the Client or any third party;
  - 4.1.2. any failure of the Services to achieve any particular result for the Client.

**5. COMPLIANCE**

- 5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party, including the Personal Data Protection Act.
- 5.2. In order to protect the integrity of the data used in connection with the Services, the Client shall:
- 5.2.1. comply with Creditinfo Eesti AS's reasonable instructions and guidelines relating to data security;

- 5.2.2. not copy, interfere with and/or use in any unauthorised way any digital certificate or any other security device provided by Creditinfo Eesti AS.

**6. CONFIDENTIALITY**

- 6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:
- 6.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
  - 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. Each party may disclose Confidential Information to, and allow its use in accordance with this Agreement by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 6:
- 6.2.1. employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
  - 6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice;
  - 6.2.3. if Creditinfo Eesti AS is the recipient, agents and sub-contractors of Creditinfo Eesti AS involved in performing Creditinfo Eesti AS's obligations under this Agreement, and Creditinfo Eesti AS group companies.
- 6.3. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
- 6.3.1. is or comes within the public domain other than through a breach of Clause 6.1; or
  - 6.3.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
  - 6.3.3. is lawfully received from a third party (with full right to disclose); or
  - 6.3.4. is independently developed by the recipient without access to or use of the Confidential Information; or
  - 6.3.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.

**7. USE OF INFORMATION/SERVICES**

- 7.1. The Client agrees that it will:
- 7.1.1. use the Services and/or the Information for the Permitted Purpose only;
  - 7.1.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services and/or Information;
  - 7.1.3. not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Services and/or any Information other than as agreed with Creditinfo Eesti AS and set out in/or referred to in the Specific Terms.

**8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. All Intellectual Property Rights in the Client Data will remain vested in the Client (or its relevant licensors).
- 8.2. All Intellectual Property Rights in the Services and the Information will remain vested in Creditinfo Eesti AS (or its relevant licensors).
- 8.3. The Client grants Creditinfo Eesti AS a perpetual, royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Data in order to perform this Agreement and for other agreed purposes and in order for Creditinfo Eesti AS to comply with any requests made to Creditinfo Eesti AS under statute.

**9. LIABILITY**

- 9.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):
  - 9.1.1. for breach of Clause 6;
  - 9.1.2. (in the case of the Client) for any intentional breach of Clause 7.1.2.
- 9.2. Except as provided in Clause 9.1 the liability of each party to the other in respect of any claims brought under or in connection with this Agreement shall be limited by the aggregate value of the services purchased in the previous Contract Year or in case the claims arise during the first Contract Year, the damages shall be limited by what would be the expected value of services purchased taking into account the proportional value of the services already purchased.
- 9.3. The limitations in Clause 9.2 shall be in addition to the obligation of the Client to pay fees and charges under this Agreement.
- 9.4. Subject to Clause 9.1, neither party shall be liable for other than direct loss.

**10. TERMINATION**

- 10.1. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination. The Client's entitlement to use the Information shall (unless such entitlement is stated to be perpetual) cease on termination of this Agreement.

**11. GENERAL**

- 11.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time), e-mail or fax to the addresses of each party as set out in the Specific Terms or as otherwise notified in accordance with the provisions of this Clause.
- 11.2. Notices shall be deemed to have been duly given: if delivered personally, upon delivery; if sent by post, two clear days after the date of posting; if sent by e-mail or fax, when transmitted.
- 11.3. Except as provided in Clause 11.4 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it (including the user name and password provided to the Client) without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 11.4. Creditinfo Eesti AS shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Creditinfo Eesti AS shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.
- 11.5. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of force majeure.
- 11.6. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 11.7. Variations of this Agreement or of the Specific Terms shall be effective either (i) if recorded in writing signed by both parties., or (ii) if accepted by the Client in Creditinfo Eesti AS's online environment.
- 11.8. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this Agreement.

**11.9. In this Agreement:**

- 11.9.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 11.9.2. references to clauses and schedules are to the Clauses of and the Schedule to this Agreement;
- 11.9.3. the singular includes the plural and vice versa;
- 11.9.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 11.9.5. where any matter is to be agreed, such agreement must be recorded in writing;
- 11.9.6. wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.
- 11.10. The contents of the Specific Terms shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.
- 11.11. All disputes arising from the Agreement shall be solved by negotiations and, upon failure to do so, in Harju County Court.

**12. DEFINITIONS**

In this Agreement the following words and expressions shall have the following meanings:

<b>Word or Expression</b>	<b>Meaning</b>
Client Data	Any data owned by the Client and provided to Creditinfo Eesti AS in connection with this Agreement;
Commencement Date	The Commencement Date set out in the Specific Terms or (if none) the date that this Agreement is signed by both parties;
Confidential Information	The Information and any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or group companies in or on any medium or format ;
Contract Year	A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date;
Information	All data, scores, reports and other materials of whatever nature provided to the Client or used by Creditinfo Eesti AS as part of or in connection with the Services
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
Live Date	The date set out in the Specific Terms or, if none, the date on which the Services are first available for use in a live or production environment other than for the purposes of testing;
Permitted Purpose	Unless otherwise stated in the Specific Terms, the internal business purposes of the Client and not in any event for the provision of any bureau services to any third parties;
Specific Terms	The agreement containing the specific terms relating to this Agreement;
Services	The services specified in the Specific Terms and services supplied by Creditinfo Eesti AS K to the Client under or in connection with this Agreement;
Specification	Any document referred to in the Specific Terms that sets out details of the agreed functionality to be provided by any Creditinfo Eesti AS' materials or a detailed description of the Services (as such document is updated by agreement between the parties from time to time);