

PURCHASE TERMS AND CONDITIONS

'MINU CREDITINFO' and E-KREDIIDIINFO PORTALS

Applicable upon payment of invoice via a bank link

Valid from 23.01.2023

Applicability of the Purchase Terms and Conditions

These purchase terms and conditions (hereinafter the Purchase Terms and Conditions) apply upon the conclusion of a sales contract (hereinafter the Contract) in the 'Minu Creditinfo' and E-Krediidiinfo portals.

The owner of the said portals is AS CREDITINFO EESTI, registry code 10256137 (hereinafter Creditinfo Eesti or the Seller), the contact details of whom are: www.creditinfo.ee, e-mail info@creditinfo.ee, phone +372 665 9600, address Tatari st 1, 10116 Tallinn.

The Purchase Terms and Conditions shall be applied upon the purchase of all the products (hereinafter also referred to as the Reports) and services offered by Creditinfo Eesti by both private persons and legal persons (hereinafter the Buyer) who pay for the product or service via a bank link.

The Contract shall be subject to the law applicable in the Republic of Estonia. Upon concluding the Contract, the Seller and the Buyer shall in addition to the Purchase Terms and Conditions comply with the relevant legal acts applicable in the Republic of Estonia, including the Law of Obligations Act and the Consumer Protection Act.

The Seller retains the right to make changes in both the Purchase Terms and Conditions and the prices of services and products. Notice of such changes shall be given on the webpages of Creditinfo Eesti (minucreditinfo.ee, creditinfo.ee and/or e-krediidiinfo.ee).

Information concerning the content and price of products and services

A description or sample of a product or service as well as the price of the product or service is indicated next to the respective product or service or is displayed upon preparing an order.

If the Buyer is a private person, the prices of products and services include value added tax in the amount established by law. If the Buyer is a legal person, value added tax in the amount established by law will be added to the prices of products and services.

Preparing orders and entry into force of Contract

In the "Minu Creditinfo" portal, the process of preparing orders for most products and services is as follows:

- In order to order a product or service, the Buyer needs to choose the respective product or service and click the 'Buy' button.
- After that the Buyer needs to enter the e-mail address to which the Seller shall automatically send the confirmation and the invoice after the payment of the invoice. The Buyer has to confirm the entered e-mail address by re-entering it.
- The Buyer then has to choose the preferred bank for the payment of the invoice. After choosing the bank, the Buyer has to review the Purchase Terms and Conditions and confirm he review thereof by ticking the box by the link to the Purchase Terms and Conditions.
- In order to pay the invoice, the Buyer needs to click the button 'Proceed to pay'.
- After the invoice is paid, the Buyer definitely has to click the button 'Back to the merchant'. The Buyer is then redirected to 'My purchase history' where clicking the 'View' button opens the purchased product.

The Contract for the chosen product or service shall enter into force upon the payment of the invoice. After the Contract has entered into force, the Seller shall automatically forward the order confirmation and the invoice to the e-mail address indicated by the Buyer.

Specifications to the process **described above**:

Upon purchasing the 'My Monitoring' service, the preferred monitoring period has to be chosen. If the Buyer's e-mail address is stored in the section 'My Account' in the 'Minu Creditinfo' portal, the Seller shall send the Buyer an e-mail reminder about the expiry of the 'My Monitoring' service five (5) days before the arrival of the end date of monitoring chosen by the Buyer. The Buyer shall also receive this reminder by e-mail on the date of expiry of the service, if the Buyer has not extended the service for another monitoring period, i.e. re-purchased the 'My Monitoring' service by that time.

If the Buyer wishes to receive the 'My Monitoring' events by e-mail and/or SMS, the Buyer has to complete the relevant data fields.

The 'My Monitoring' service Contract shall remain in force until the end of the monitoring period chosen by the Buyer.

Upon ordering the 'Sharing My Payment Default Report' service, the Buyer has to indicate the e-mail address of the person to whom the Buyer wishes to send his/her payment default report.

Before preparing an order for a report concerning another private person, the personal identification code of that private person has to be entered. In the case of reports containing payment defaults, it also has to be confirmed that the Buyer has a legal basis prescribed by the General Data Protection Regulation to view the payment default data of another private person – the Buyer has to choose the appropriate legal basis from amongst the legal bases displayed.

Orders for reports on companies are placed in the E-Krediidiinfo portal. If the Buyer begins the purchase of a report on a desired company in the 'Minu Creditinfo' portal, the Buyer will be automatically redirected to the E-Krediidiinfo portal.

In the E-Krediidiinfo portal, the process of preparing orders is as follows:

- In order to purchase a product, the Buyer needs to choose the appropriate product and click the link 'Buy'. After that the Buyer has to choose from the predefined list whether the Buyer is a private customer or corporate customer.
- If the Buyer is a private person, i.e. a private customer,
- He/she has to enter the e-mail address to which he/she wishes to receive the ordered report and the Seller's order confirmation and invoice.
- Thereafter the Buyer has to review the Purchase Terms and Conditions and confirm the review thereof by ticking the box by the link to the Purchase Terms and Conditions.
- The Buyer then has to choose the preferred bank for the payment of the invoice by clicking on the respective bank icon. Upon clicking on the bank icon, the Buyer is automatically redirected to the bank where he/she can pay the invoice.
- After the invoice is paid, the Buyer definitely has to click the button 'Back to the merchant'. The Buyer is then redirected to the landing page where he/she can open and view the purchased report by clicking on the button.

If the Buyer is a legal person, i.e. a corporate customer and wishes to pay via a bank link,

- The Buyer shall enter:
 - 1) The e-mail address, to which he/she wishes to receive the ordered report and the Seller's order confirmation and invoice;
 - 2) The registry code of the company to the name of which he/she would like to get the invoice. Upon the entry of the registry code, the system will automatically enter the business name and legal address of the company on the basis of the Commercial Register data.
- Thereafter the Buyer has to review the Purchase Terms and Conditions and confirm the review thereof by ticking the box by the link to the Purchase Terms and Conditions.
- The Buyer then has to choose the preferred bank for the payment of the invoice by clicking on the respective bank icon. Upon clicking on the bank icon, the Buyer is automatically redirected to the bank where he/she can pay the invoice.
- After the invoice is paid, the Buyer definitely has to click the button 'Back to the merchant'. The Buyer is then redirected to the landing page where he/she can open and view the purchased report by clicking on the button.

The Contract for the chosen product shall enter into force upon the payment of the invoice. After the Contract has entered into force, the Seller shall automatically forward the order confirmation, the invoice and the purchased report to the e-mail address entered by the Buyer.

Fulfilment of orders or where the Buyer can view the ordered products and services

'Minu Creditinfo' portal

After making the purchase, the Buyer is redirected to 'My Purchase History' where clicking the 'View' button opens the purchased product.

All the purchased products shall be stored in the portal under 'My Purchase History'. In addition to products, the Buyer can also find information about the date of ordering and the price of products or services under 'My Purchase History'.

If the purchased service is 'Sharing My Payment Default Report', the Seller shall forward the respective report together with the order confirmation and the invoice to the e-mail address of the third person entered by the Buyer. Under 'My Purchase History', the Buyer can see the purchase date and price of the said product, as well as the e-mail address to which the report was sent on the basis of the Buyer's order.

If the purchased product is 'My Monitoring', the Buyer can see the 'My Monitoring' events under the 'My Monitoring' subsection of the portal. If the Buyer has ordered 'My Monitoring' event notifications by e-mail or SMS, the Seller shall forward the relevant notifications to the e-mail address or phone number entered by the Buyer. Under 'My Purchase History', the Buyer can see the purchase date and price of the said service, as well as the beginning and end dates of the service period (monitoring period).

E-Krediidiinfo portal

After the purchase has been made, the Seller shall automatically forward the purchased report together with the order confirmation and the invoice to the e-mail address entered by the Buyer.

Immediately after the purchased product has been paid for, the Buyer shall be redirected to the landing page where he/she can open and view the purchased report by clicking on the button.

Right to withdraw (only applicable to consumers, i.e. natural persons)

The right to withdraw shall not apply to the Contracts concluded by the Buyer in the 'Minu Creditinfo' and the E-Krediidiinfo portals, except for the Contract for the purchase of the 'My Monitoring' service.

Upon agreeing with the Purchase Terms and Conditions the Buyer confirms that when purchasing all products and services from Creditinfo Eesti, except for 'My Monitoring' service, then after fulfilment of the Contract by Creditinfo Eesti the Buyer loses the right of withdrawal.

Upon purchasing the 'My Monitoring' service, the Buyer shall have the right to withdraw from the concluded Contract within 14 (fourteen) days after the conclusion of the Contract. In order to withdraw from the Contract, the Buyer needs to submit a withdrawal application the standard template available here: https://web.creditinfo.ee/taganemisavalduse_tyypvorm_en.pdf. The instructions on withdrawal from contract are available here: https://web.creditinfo.ee/lepingust_taganemise_juhend_en.pdf.

The withdrawal application shall be submitted in a digitally signed format by e-mail to info@creditinfo.ee or personally at the office of Creditinfo Eesti within 14 (fourteen) days at the latest from the conclusion of the Contract. The Seller shall return the fee received under the Contract to the Buyer immediately, but not later than within 14 (fourteen) days from the receipt of the withdrawal application.

Responsibility of Creditinfo Eesti for the data contained in the products and services

Creditinfo Eesti undertakes to provide services and offer products and to collect and assemble data which are the basis or content of the products or services with a reasonable degree of due diligence and skills.

Creditinfo Eesti generally updates the data used for assembling the products and services once a day. If the Buyer purchases the same product or service for the same person at different times during 24 hours, the Seller cannot ensure that the data has been updated in the product or service purchased at a later time.

The services of Creditinfo Eesti are based on data which are forwarded by third persons and the accuracy and/or completeness of which it is not possible and/or economically expedient for Creditinfo Eesti to guarantee. Creditinfo Eesti shall therefore not be responsible:

- a) For any inaccuracies, non-completeness or other mistakes in the products or services offered by Creditinfo Eesti, which derives from data forwarded to Creditinfo Eesti by a third person;
- b) For a product or service not allowing the Buyer to achieve any specific results.

Submission of complaints and settlement of disputes

If the Buyer is not satisfied with the products and/or services offered by the Creditinfo Eesti portals and/or Creditinfo Eesti, the Buyer may submit a complaint by e-mail to Creditinfo Eesti at info@creditinfo.ee or by post to Tatari st 1, 10116 Tallinn. Complaints shall be processed in accordance with the 'Procedure for Handling Complaints' of Creditinfo Eesti <https://creditinfo.ee/en/policies/terms-for-processing-complaints/>.

If the Seller and the Buyer fail to settle a dispute by way of an agreement, the Buyer can turn to the Committee for Consumer Complaints. The procedural terms and conditions of the Committee for Consumer Complaints can be accessed and requests can be submitted at <https://komisjon.ee/et>. It is in the competence of the Committee for Consumer Complaints to settle disputes arising from the Contract concluded between the Buyer (as a consumer) and the Seller. The Buyer's complaints shall be reviewed by the Committee free of charge.

The Buyer may also submit a complaint via the European Union platform for the settlement of consumer disputes at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Disputes arising from the Contract shall be settled at Harju County Court.

Processing of personal data

The Seller shall use the personal data entered by the Buyer in the course of placing an order (including the given name and surname, phone number, e-mail address) solely for processing the order and fulfilling the Contract. Personal data shall be processed in accordance with the 'Data Processing Policy' of Creditinfo Eesti <https://creditinfo.ee/en/policies/>.