e-Financials
Centre of Registers and Information Systems

CONFIRMED
With Director's
Directive No. 39
On 07.04.2014
Appendix 1

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General Conditions for the use of e-Financials

1. General Provisions

1.1. These general conditions for the use of e-Financials system (hereinafter named as General Conditions of e-Financials) of the Centre of Registers and Information Systems (hereinafter named as RIK) regulate the legal relationship between the customer using e-Financials and the RIK.
1.2. In addition to the General Conditions of e-Financials, 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 or subdomain of www.rik.ee or introduced otherwise by RIK to the Client.

2. Conclusion of the contract for the use of e-Financials

2.1. To use e-Financials, the Client shall submit all the data requested by RIK. 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.
2.2. The contract for the use of e-Financials will enter into force, after confirming the General Conditions of e-Financials by the authorized person of Client.

3. Access to e-Financials

3.1. As a representative of the Client, the right to use the e-Financials 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 user right (hereinafter named as the User).
3.2. On conclusion of the contract for the use of e-Financials, all members of the Board gain user rights of e-Financials and data transmission and processing adapter between accounting software and the annual report submission portal (hereinafter named as *Data Bridge*). Members of the board can add users and manage their rights.
3.3. The use of e-Financials requires authentication which can be carried out by ID-card, Mobile-ID or Smart ID.
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 e-Financials and in legislation, and the requirements established by RIK to the use of e-Financials.

4. Using the e-Financials.

4.1. e-Financials is used for a fee. Service fees are established with the directive of the director of RIK. Service fees are also published in a price list on the RIK website www.rik.ee.

4.2. Client can use the demo version of e-Financials for free. Demo version can be used for testing the e-Financials, but it is not allowed to enter the actual data to the system, because data is visible to all users of demo version.

4.3. Fees related to the use of e-Financials are calculated once a month or as a one time fee for services rendered. The Client undertakes to pay the service fees on the basis of an invoice issued by RIK.

4.4. 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

4.5. The client should pay the service fees that are computed on the basis of the calendar month (hereinafter as Monthly fee), in full also for the period, when the access of the Client to e-Financials had been restricted. The monthly fee is computed according to valid service fee rates.

4.6. The Client shall be notified about changes in the service fees through the RIK website 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

4.7. An invoice shall be deemed paid, when the whole amount presented in the invoice has arrived on the bank account of Ministry of Finance indicated in the invoice. In case of delay with the payment, RIK shall have the right to request from the Client a fine of 0.2% of the outstanding amount for each calendar day of delay.

4.8. RIK notifies the Client of the occurrence of a debt through the e-Financials system. The Client can download copies of unpaid invoices in PDF format from the e-Financials. If the claim is not satisfied, the Client's access to the e-Financials will be automatically restricted 60 calendar days after the the occurrence of a debt. The Client's access to the e-Financials will be automatically restored within 5 business days from the receipt of the amount owed to RIK at the details indicated on the invoice. A working day is considered a calendar day that is not a Saturday, Sunday, or a public holiday established by the laws of the Republic of Estonia. In the event of non-payment of the debt within 18 months from the date the debt was incurred, RIK has the right to terminate the contract and to delete the Client's data. Client shall be prohibited from entering into a new contract until the debt is paid.

4.9. 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.

4.10. Amounts overpaid by the Client will be refunded to the bank account from which the payment came from. The Client will not be notified of any specific circumstances.

4.11. If the Client uses services of other service providers (for example banks) through e-Financials, the client pays for these services according to the price list of service provider.

4.12. With the conclusion of the contract for the use of e-Financials the Client confirms that it shall use the e-Financials in compliance with valid legislation, in good faith and refraining from prejudiced action against RIK or third parties.

4.13. RIK holds all the copyrights and rights accompanying copyrights related to the e-Financials.

5. Maintenance of e-Financials

5.1. RIK devotes all their efforts to ensure the faultless operation of e-Financials.

5.2. RIK shall have the right to restrict partially or completely the access of the Client to the e-Financials for the works necessary for the repair or maintenance of the latter. RIK shall inform the Client about planned interruptions through the e-Financials or on the website www.rik.ee at the earliest possible opportunity. During the maintenance of the e-Financials, 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 e-Financials due to the above-named reason.

5.3. RIK shall ensure the elimination of errors occurred in the work of e-Financials in miinimum possible time.

5.4. RIK shall ensure daily backup and their preservation for at least 7 days period.

5.5. RIK shall ensure e-Financials client support via phone and e-mail from Monday until thursdary from 9:00 to 17:00 and on Friday from 9:00 to 14:00. Client support will provide help in technical issues only.

5.6. The Client and User are prohibited from conducting any activities, which could jeopardize the security of the e-Financials. RIK shall have the right to immediately restrict the access of the Client to e-Financials, should RIK have doubts about the security of the activities of the Client.

5.7. In connection with e-Financials, 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 e-Financials, 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.

6. Term, expiry and termination of the contract

6.1. The initial contract for the use of e-Financials will be concluded as a temporary contract for 1 year. The Client can not unilaterally terminate the initial contract. The Client can extend the initial contract within 1 month before the end of the initial contract. Then the initial fixed-term contract will turn into open-ended contract.

6.2. After the termination of the initial contract, the Client has the right to conclude an open-ended contract for the usage of e-Financials. The Parties shall have the right for ordinary termination of the open-ended contract for the use e-Financials, at any time and irrespective of the reasons. The Client must notify RIK thereof using the functionality built into the system or in writing at least 30 (thirty) calendar days in advance. RIK shall have the right for ordinary termination of the contract for the use e-Financials, at any time and irrespective of the reasons, notifying the Client thereof in writing at least 30 (thirty) calendar days in advance.

6.3. RIK shall have the right to cancel the contract without following the term of notice if:

6.3.1. The Client had submitted untrue or insufficient data upon the conclusion of the contract;

6.3.2. The Client damages, inteferes with or obstructs the acticities of third persons of functionality of e-Financials by using e-Financials or has otherwise misused the e-Financials;

6.3.3. The Client commits a significant infringement of other requirements in the contract for the use of e-Financials, and has not eliminated the infringement in 5 (five) calendar days from receiving a respective request from RIK.

6.4 The contract shall be deemed to have automatically terminated from the moment the Client is deleted from the commercial register;

7. Data preservation

7.1. The Client has the right to add unlimited amount of data to e-Financials during the period of the contact. The systems has limitations to a size of a single file.
7.2. Upon termination of the contract an archiving service is offered to the Client. Archiving service will not be offered to Data Bridge service.
7.3. RIK maintains Clients data in the archive of e-Financials fo 7 years from the time of data input. RIK has the right to delete data after 7 years after the time of data input.
7.3.1. As an exception, RIK has the right to delete XML and / or PDF files of incoming e-invoices from the view of incoming digital invoices, if:
7.3.1.1. the invoice has not been accepted or rejected by the customer within 6 months from the receipt date of each respective invoice. Only the received e-invoice log is still visible.
7.3.1.2. the invoice has been accepted by the customer (the possibility to get the invoice's PDF file remains in the purchase invoice detailed view).
7.4. Archiving service is paid according to the rate stated service fees.
7.5. At the end of contract members of the board remain rights to view and download data 7 years from the data inputting.
7.6. If Client does not pay for the archiving service in time or does not use the archiving service, RIK has the right to delete data 3 years from the termination of the contract.
7.7. Data is stored in the Data Bridge for 1 year after data is transferred to the Data Bridge.

8. Notification obligation

8.1. The Client undertakes to notify RIK about changes in its data and to forward the new data to RIK without delay. RIK shall inform about changes in its contact details on the website of the e-Financials or the website 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.
8.2. Informative notices related to the contract may be sent to the other Party also by e-mail. Notices, which entail legal consequences, must be communicated to the other Party through the e-Financials system, in written form against signature, by mail or digitally signed by e-mail, if not specified otherwise in the General Conditions of e-Financials

9. Liability

9.1. RIK shall not be liable for e-Financials service non-compliance with the Client's needs
9.2. In case RIK violates the contract, Client shall have the right to demand RIK compensation of respective direct pecuniary damages. 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. RIK's responsibilty for damage caused by RIK's fault is limited to 10,000 euros.
9.3. Parties 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.
9.4. In case of the violation of Client's obligations provided in the General Conditions of e-Financials, 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.
9.5. RIK is only responsible for the actuality of manuals, training materials etc of e-Financials prepared or ordered by RIK.

10. Other conditions

10.1. 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 e-Financials, 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 for all persons and institutions including Tax and Customs Board.

10.2. RIK shall have the right to change and supplement the General Conditions of e-Financials. Information about changes is provided on the RIK website www.rik.ee or through mass media or by ohter 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 of e-Financials, 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 of e-Financials. These General Conditions of e-Financials become an integral part of the contract and mandatory for the Parties from the day of entering into force.

10.3. The term of notice referred to in clause 10.2 of the e-Financials General Conditions is not applicable and the Client is not entitled to cancel the contract regarding unilateral modification of the terms if the amendments do not restrict the rights of the Client as compared to the previous one`s and do not create additional obligations or otherwise impair the client's situation (for example by making the conditions more favorable for the client, amendments, changes due to changes in legislation, etc.)

10.4. 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.