

Approved by the Management Board of the Estonian
Internet Foundation and entered into force on
31.08.2021

ESTONIAN INTERNET FOUNDATION ELECTRONIC IDENTIFICATION SERVICE (eeID) SUBSCRIPTION AGREEMENT AND TERMS OF USE

1. THE PARTIES TO THE AGREEMENT

1.1. **Estonian Internet Foundation**, registry code 90010019, address Paldiski mnt 80, Tallinn 10617, Republic of Estonia (hereinafter: EIF), represented by Heiki Sibul, Chairman of the Management Board, and

1.2. [NAME OF PERSON/INSTITUTION], [REGISTRATION CODE], [ADDRESS] (hereinafter: Customer), represented by a member of the Management Board [REPRESENTATIVE] entered into this Subscription Agreement (hereinafter: Agreement).

1.3. The purpose and object of the Agreement is to provide the rights and obligations between the Parties, on the basis of which the Customer receives the right and authorization to use the service provided by EIF, by which the Customer can add support for both national and European Union cross-border authentication methods (eeID) to its e-service.

2. DEFINITIONS

2.1. The terms used in the Agreement and in the communication between the Parties shall have the meaning assigned to them in the Agreement. In the case of terms not defined in this way, the meaning assigned to the corresponding term by Estonian legislation or the common meaning of the term shall be used.

2.2. For the purposes of this Agreement, terms are used in the following meaning:

2.2.1. **service** - an electronic identification service provided to the Customer, by means of which the citizens of Estonia and other European Union Member States can be authenticated with the specified eeID means via the Customer's e-service;

2.2.2. **validity confirmation fee** - a fee that the EIF may charge the customer for making service requests;

2.2.3. **unplanned interruption** - an unplanned interruption is an unscheduled failure of a service or its functionality. Unplanned interruptions include only unplanned interruptions that occur during the working hours of the service;

2.2.4. **working day** - Mon-Fri 09:00-17:00, except for state and national holidays. During the above working hours, the service is guaranteed to be available to the user and the Customer is offered user support.

3. SUBSCRIPTION AND USE OF THE SERVICE

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3.1. A prerequisite for using the service in a production environment is successful testing of the service in the test environment of the service. In order to gain access to the test environment, the EIF must be contacted by submitting a corresponding application.

3.2. A prerequisite for using the service is a written agreement between the EIF and the customer wishing to use the service. Before registering the agreement, EIF has the right to ask the customer additional information if it is necessary for the provision of the service or to assess the justification for the provision. The EIF has the right to refuse to provide the service.

3.3. To use the service:

3.3.1 after successful testing of the service in the environment, the customer sends a subscription request to the EIF's general e-mail address info@internet.ee;

3.3.2 EIF registers the connection application and sends the pre-filled agreement to the customer for signing;

3.3.3 the customer signs the agreement and sends the signed agreement to the e-mail address info@internet.ee;

3.3.4 The EIF provides the customer with the customer application identifier and password to use the service. The service can be used immediately after submitting the customer application identifier and password.

3.4 In order to change or terminate the terms and conditions of the agreement (waiving the service), the person entitled to represent the customer, or the contact person shall notify EIF 30 (thirty) calendar days in advance.

4. RIGHTS AND OBLIGATIONS OF THE Customer

4.1. The customer is entitled to:

4.1.1. use the service under the conditions and in accordance with the procedure provided for in legislation and the agreement;

4.1.2. transmit notifications to the EIF on the operation of the system;

4.1.3. require the provision of the service in accordance with the technical conditions of the production environment;

4.1.4. get acquainted with the technical solution for the provision of the service and the bases for calculating the validity confirmation service fee.

4.2. The customer is obliged to:

4.2.1. not pass the customer application password to third parties, to implement appropriate security measures to protect the password and to notify the EIF immediately of the probable or actual leakage of the password;

4.2.2 inform the EIF 48 (forty-eight) hours in advance of planned changes that may be important for the use of the service and the launch of information systems that will lead to a significant increase in the volume of inquiries;

4.2.3 pay for the service according to the invoices submitted by the EIF;

4.2.4 not to redistribute the service to third parties without the prior written consent of the EIF;

4.2.5 inform the EIF as soon as possible of any change in contact details and organizational form;

4.2.6 notify the EIF within 24 hours of any cyber security threat or an incident that has occurred;

4.2.7 regularly read the letters sent by the EIF to the e-mail address of the contact

person indicated in the agreement.

5. RIGHTS AND OBLIGATIONS OF EIF

5.1. The EIF has the right to:

5.1.1. monitor and analyze the use of the service on the purposes arising from the legislation and the Agreement, and for statistical, quality and security purposes;

5.1.2 log and store customer application inquiries and publish customer application inquiries in cases prescribed by law;

5.1.3 make comments on the non-purposeful use of the service;

5.1.4 restrict the provision of the service in the cases provided for in the agreement and legislation, if the customer's contact person has been notified by e-mail at least 5 (five) working days in advance before restricting the provision of the service. The EIF has the right to suspend the provision of the service immediately if the availability or security of the service is endangered.

5.2. The EIF has the obligation to:

5.2.1. ensure the availability of the service in accordance with the technical conditions of the production environment;

5.2.2 create an opportunity to use the service after signing the agreement by the EIF.

6. TECHNICAL CONDITIONS

6.1. This chapter regulates the technical operational requirements of the service and determines which conditions the service must meet.

6.2. The EIF shall inform the service users as soon as possible of all known service interruptions and circumstances preventing the use of the service. Users of the service will be notified by e-mail at least 48 hours before the interruption of the EIF production environment services during working hours and of major maintenance work. The maximum duration of one planned interruption is 8 hours. The maximum planned number of interruptions per month is 2. Planned interruptions include only interruptions during the working hours of the service. The planned interruption is used for maintenance, testing, and upgrades.

6.3. The maximum duration of one unplanned interruption is 12 hours. The maximum duration of unplanned interruptions per year can be up to 87 hours, i.e., the EIF ensures more than 99 percent availability of the system. In the event of a disaster (such as water or fire damage to server rooms or any other unexpected emergency), services will be restored within 72 hours.

6.4. The information system logs record the time of the request, the IP address, the authentication method and the error messages that occur and are stored for three months.

6.5. The maximum number of simultaneous accesses using the service (number of simultaneous requests), in which case the operation of the service in accordance with the operational requirements is guaranteed, is 100 pcs/s.

7. FEES AND SETTLEMENTS

7.1. Joining the service is free of charge for the Customer.

7.2. The customer must cover:

- 7.2.1. the costs of development and interfacing of the information system;
- 7.2.2. the costs related to the acquisition and maintenance of information system components;
- 7.2.3. costs related to the use of the validation confirmation service.

7.3. The calculation of the validity confirmation service fee is cost-based and the settlement for the use of the service is based on an advance payment as follows:

7.3.1. The customer is obliged to pay the EIF regularly for the use of the service as an additional advance payment (hereinafter: "Advance Payment") to EIF account No. EE557700771000598731, BIC/SWIFT No. LHVBE22, in the amount selected by LHV Pank.

7.3.2. The first advance payment must be at least 100 EUR. The amount of the advance payment on the Customer's advance payment account must be sufficient for the uninterrupted provision of services. The first amount of the advance payment must have been received in the bank account indicated on the invoice previously issued by the EIF at the latest by the time of concluding the Agreement. If the Agreement is not concluded, the EIF will issue the relevant credit invoice and return the aforementioned amount to their payer immediately.

7.3.3. In addition to the bank transfer, the EIF has the right to enable the Customer to pay the Advance Payment by other means of payment, including a credit card. When using another payment instrument, the Customer is obliged to pay the service fees applicable to the use of the respective payment instrument;

7.3.4. Upon expiration of the Advance Payment amount, the EIF has the right to suspend the provision of services without prior notice to the Customer and/or apply the prescribed sanctions.

7.3.5. The EIF automatically deducts all amounts due from the Advance Payment and makes the corresponding monthly invoice available to the Customer electronically by the 7th day of the next calendar month at the latest.

7.3.6. The Customer is obliged to keep current records of the amount of the Advance Payment balance paid by him/her. The EIF shall notify the Customer of the balance of the Advance Payment by e-mail no later than on the working day following the submission of the corresponding information request to the EIF or via the system immediately after the submission of the respective information request.

7.3.7. Upon termination of the Agreement, the EIF shall return the balance of the Advance Payment to the Customer immediately if the relevant request is submitted to the EIF within 90 days after the termination of the Agreement. The EIF has the right not to return the amount of the Advance Payment balance to the Customer if the reason for the termination of the Agreement was the extraordinary cancellation of the Agreement.

7.4. The pricing of the service to customers is cost-based, ie the invoice is based on the number of inquiries submitted by the customer and the price established for the EIF by the service provider. The price may vary depending on the volume of inquiries in a calendar month. When the EIF validity confirmation service provider changes the current prices, the EIF has the right to unilaterally change the price of the service provided to the customer, informing the customer of the price change 14 (fourteen) calendar days in advance. The validity confirmation fee is defined in Appendix 3 "Price List".

8. NOTIFICATION

8.1. The Parties shall send all notifications in writing, with the exception of notification in the event of an unplanned interruption, where notification by telephone may be used.

8.2. The EIF sends notifications concerning only the customer to the e-mail address of the customer's contact person.

8.3. The customer sends all notifications and orders concerning the provision of the service to the EIF's e-mail address via the customer's contact person. These notifications sent by other persons are not mandatory for the EIF, unless the customer has authorized the other person to do so and notified the EIF in advance within a reasonable time.

8.4 The customer contact person forwards notifications to the customer support contacts:

8.4.1 to the e-mail address: info@internet.ee;

8.4.2 to phone: 7271000.

9. LIABILITY

9.1. The Customer is liable for damage caused by mistake and is obliged to compensate the damage caused to EIF. The EIF is only liable for damage caused intentionally and is obliged to compensate the Customer for the direct property damage caused.

9.2. The EIF shall not be liable for direct property damage or loss of income caused to the Customer or the Customer's service user due to technical interruptions caused by the EIF's service partners, unless it is intentionally caused.

9.3. A Party shall notify the other party of the damage caused to him/her 10 (ten) calendar days from the date of discovery of the damage, but no later than 1 (one) month after the occurrence of the damage.

9.4. The EIF is not responsible for circumstances that affect the availability and quality of the service and are independent of the EIF.

9.5. A party shall not be liable for non-performance of obligations if it arises from force majeure. Force majeure is a matter beyond the control of the parties, including, but not limited to, fire, explosion, natural disaster, war, strike, general power outage, thunderstorms, exceptional weather conditions.

9.6. A party whose activities are hindered in the performance of its obligations under this Agreement due to force majeure shall be obliged to notify the other Party as soon as possible, using the means of communication that ensure the most expeditious exchange of information.

9.7. Upon notification of force majeure, the parties shall agree on the manner and extent to which the agreement will continue to be implemented in accordance with the national crisis management plan. This agreement shall be made in writing as soon as possible.

9.8. The EIF is not responsible for disturbances, delays in the transmission of information, destruction or loss of data caused by the customer's actions or omissions, etc., which are not under the control of the EIF.

9.9. The EIF is not responsible for the non-functioning of the service if the interruption is caused by the customer's actions or omissions.

10. CONFIDENTIALITY

10.1. When using information disclosed in the course of providing the service, the parties undertake to observe the principles of confidentiality and not to disclose

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information obtained in the course of performance of the cooperation agreement to third parties without each party's written consent, except in cases prescribed by law.

10.2. Information is confidential if, at the time of publication, it is marked "confidential" or can reasonably be considered confidential in view of the content of the information. The Parties shall provide confidential information only to those employees who are directly involved in the provision of the service and shall ensure that those employees are aware of and comply with the requirement of confidentiality.

10.3. The Parties may disclose such confidential information to third parties only if such information is subject to disclosure in accordance with applicable law or this Agreement. This requirement does not apply to the Parties' auditors and legal advisers, who are bound by the obligation of loyalty and confidentiality.

10.4. The confidentiality requirement applies both during and after the performance of the cooperation agreement for an indefinite period. The Parties may publish the fact of concluding this Agreement.

11. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

11.1. The agreement enters into force upon signature by the parties and is concluded for an indefinite period.

11.2. The terms and conditions of the agreement may be changed by written agreement of the parties, except for in the case provided for in clause 11.4. Customer applications to add or remove authentication functionalities and customer applications are not considered a change to the cooperation agreement. Such change shall be formalized by the parties' contact persons as a separate notification. Adding or removing customer applications by the customer is not considered an amendment to the cooperation agreement. Such an amendment shall take the form of a new application for accession or a notification.

11.3. The party who has received a written proposal to amend the terms of the agreement is required to respond in writing within 14 (fourteen) calendar days as of the date of receipt of the proposal.

11.4 The EIF has the right to unilaterally amend and/or supplement the Agreement or impose new conditions if it is necessitated by changes in existing legislation or practice, technical or substantive developments in the field or services concerned, creating additional or better opportunities for customers to use the services or the need to specify the circumstances in which the services are provided or used. The EIF shall notify the Customer in writing of any amendments and/or additions to the Agreement or new standard terms and conditions no later than 14 (fourteen) calendar days before the amendments and/or additions or new terms and conditions enter into force.

11.5. If the customer does not agree with the terms of the amendments and/or additions or new conditions, then he/she has the right to terminate the agreement by notifying the EIF 1 (one) month after the amendments and/or additions or new conditions took effect or the day of receipt of the relevant notification. Until the agreement is canceled, the agreement is valid and the customer is obliged to perform the contractual obligations, whereas the current conditions apply to the customer with regard to the performance of these obligations.

11.6. If the customer does not express a wish to terminate the agreement within 1 (one) month from the date of receipt of the notice of changes and/or additions or the entry into force of the new conditions, it shall be deemed that it has tacitly accepted the

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amended and/or supplemented terms and conditions or the new terms and conditions and has no claims against the EIF in this regard. The amended and/or supplemented conditions or new conditions shall become an integral part of the agreement from the date of their entry into force and shall be binding on the parties. The provisions of the previously valid terms or conditions shall be deemed terminated.

11.7. The EIF is required to terminate the agreement on the basis of the respective application of the customer pursuant to the procedure and conditions provided by law and the agreement.

11.8. The EIF has the right to terminate the agreement if the provision of services to the customer is restricted on any of the following grounds and this basis has not expired within 1 (one) month:

11.8.1. the customer has not paid the debt by the specified payment deadline indicated on the invoice;

11.8.2. the customer materially violates the terms of the agreement.

11.9. Upon termination of the agreement, the rights and obligations of the parties arising until the termination of the agreement shall remain in force until their proper performance.

12. FINAL PROVISIONS

12.1. If one or more provisions of the agreement become invalid, illegal or inapplicable in any way, this shall not in any way affect the validity, legality or enforceability of the agreement if the agreement can be valid without the invalid provision(s).

12.2. Disputes arising out of or in connection with this agreement shall be resolved by the Parties through negotiations. If the dispute cannot be resolved through negotiations between the Parties, the Parties have the right to apply to the Harju County Court to resolve the dispute. Disputes are settled on the basis of the law of the Republic of Estonia.

12.3. This agreement supersedes all prior oral and written agreements between the parties regarding the provision of the service provided for in this agreement, unless the parties agree otherwise.

12.4. In relations not regulated in the agreement, the parties shall be guided by the legislation in force in Estonia.

Contact details of the Parties:

EIF	Customer
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<i>Name:</i>	Estonian Internet Foundation	[...]
<i>Reg. No.</i>	90010019	
<i>Address:</i>	Paldisiki mnt 80, Tallinn, Estonia	
<i>E-post:</i>	info@internet.ee	

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<i>Phone:</i>	7271000	
<i>Contact person:</i>	Timo Võhmar	
<i>Email of the contact person:</i>	timo.vohmar@internet.ee	
<i>Phone of the contact person:</i>	7271004	

Signatures of the representatives of the parties:

Estonian Internet Foundation

/signed digitally/

Heiki Sibul
Member of
the
Management
Board

Customer

/signed digitally/

[name and position of representative]

- Annex 1 - Application for subscription
- Annex 2 - Data protection conditions for authentication services
- Annex 3 - Price list