

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions of the use of the enquiry and data systems of PROFESSIONAL PARTNER (hereinafter: the Supplier) (hereinafter: the General Terms and Conditions) form an integral part of the Contract for the Use of Enquiry Systems with a person or institution (hereinafter: the Client) wishing to use the Supplier's enquiry systems.
- 1.2. The General Terms and Conditions shall apply as the general provisions to all Contracts for the Use of Enquiry Systems concluded between the Client and the Supplier (hereinafter also referred to as a Party and together as the Parties) concerning access to the electronic databases administered or mediated by the Supplier (hereinafter: the Datasets).
- 1.3. In addition to the General Terms and Conditions of the Contract for the Use of Enquiry Systems and the special terms and conditions agreed by the Parties pursuant to the General Terms and Conditions, the legal relationship between the Parties shall be regulated by the legislation of the Republic of Estonia, as well as the descriptions, user instructions and terms and conditions of use of the services established by the Supplier and published on the website www.infoproff.ee (www.infoproff.com) or introduced to the Client by the Supplier in another manner.

2. ENTRY INTO THE CONTRACT FOR THE USE OF ENQUIRY SYSTEMS

- 2.1. In order to enter into the Contract for the Use of Enquiry Systems, the Client shall submit to the Supplier through the website www.infoproff.ee (www.infoproff.com) an electronic application, providing all details required by the Supplier. The Client shall provide correct, full and true information to the Supplier upon entry into the Contract for the Use of Enquiry Systems. The Supplier shall have the right to request data and documents from the Client in the course of performing the contract in order to check and update the provided information.
- 2.2. If the Client's application for entry into the Contract for the Use of Enquiry Systems is approved by the Supplier, the Supplier shall draw up special conditions of the Contract for the Use of Enquiry Systems on the basis of the application, sign the special conditions, and send them to the Client for signing. The Contract for the Use of Enquiry Systems consists of special conditions and the General Terms and Conditions.
- 2.3. The Contract for the Use of Enquiry Systems shall enter into force when the special conditions signed by both Parties have been returned to the Supplier.
- 2.4. The Supplier shall have the right to refuse to approve the Client's application and enter into the Contract for the Use of Enquiry Systems if:
 - 2.4.1. The Client has provided untrue or incomplete information in the course of concluding the Contract;
 - 2.4.2. The Client has a collectable debt in front of the Supplier or a Contract with the Client has been terminated within the last 3 (three) years on the Supplier's initiative due to violation of the Contract.
- 2.5. The descriptions and terms and conditions of the services provided by the Supplier are available on the website www.infoproff.ee (www.infoproff.com) and form an integral part of the General Terms and Conditions and the contract to be concluded

3. ACCESS TO THE DATASETS

- 3.1. As a representative of the Client, a natural person named by the Client as a person with the right to make enquiries (hereinafter the User) shall be authorised to make enquiries from the Datasets on behalf and at the expense of the Client.
- 3.2. Upon entry into the Contract for the Use of Enquiry Systems, the Client shall appoint an administrator who shall be authorised to add or delete Users and open or close the services ordered by the Client for the Users on behalf of the Client in the extent determined by the Supplier. The Supplier shall have the right to request notification of the Supplier by the Client of the details of all Users. The Client shall immediately notify the Supplier of any changes in the details of the administrator.
- 3.3. Making of enquiries from the Datasets through the enquiry systems requires identification of the Client or the User. The Supplier shall issue to the Client the username and password required to use the enquiry systems within 4 (four) working days from entry into force of the Contract for the Use of Enquiry Systems.
- 3.4. The Client shall be responsible for all Users operating on the Client's behalf and shall ensure unconditional following by the User operating on the Client's behalf of the terms and conditions of the Contract for the Use of Enquiry Systems and legislation, as well as the requirements for exploitation of the enquiry systems established by the Supplier.
- 3.5. The User shall only have the right to use the passwords issued to him or her. The Client and the User shall maintain the confidentiality of the usernames and passwords required for using the enquiry systems and shall apply other measures to prevent the use of the enquiry systems and performing of enquiries from the Datasets by third parties by using the identification information of the Users. Each operation of using the enquiry systems, which is performed by using the User's identification information, shall be deemed by the Supplier an operation performed by the Client and the Client shall be responsible for such operations.
- 3.6. In the event of a suspicion of the passwords having become known to third persons, the Client shall immediately change the passwords.

4. USE OF THE DATA

- 4.1. By concluding the Contract for the Use of Enquiry Systems, the Client shall confirm that the Client shall use the enquiry systems and the data obtained from the Datasets in conformity with all applicable acts of law, in good faith, and avoiding any activities which may harm the Supplier or third persons. The Client shall not be permitted to use the enquiry systems for the purposes of committing a crime.
- 4.2. Unless separately agreed otherwise by the Parties, the Client shall not be permitted to resell the data obtained from the Supplier's databases or to transfer it in any other manner. In using the data from the Supplier's database, the Client shall, in addition to the General Terms and Conditions, follow the conditions and restrictions established by the registers of various countries which are published on the website of the Supplier's data system.
- 4.3. The Client shall, in processing the data obtained from the Datasets through the enquiry systems, follow all applicable requirements for protection of personal data, including the restrictions concerning forwarding of personal data to foreign countries.

5. CHARGES AND TERMS OF PAYMENT

- 5.1. The use of the enquiry systems is for a charge. The service charges shall be established by a directive of the Director of the Supplier. The service charges shall also be published as a price list on the Supplier's website, www.infoproff.ee (www.infoproff.com).

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- 5.2. The Client shall pay the charges related to the use of the enquiry systems once a month on the basis of an invoice issued by the Supplier pursuant to the rates of the service charges in force and in conformity with the provisions of the General Terms and Conditions.
- 5.3. Unless agreed otherwise by the Parties, the Supplier shall send invoices to the Client only in electronic format. An invoice shall be paid within 14 (fourteen) calendar days from the date on which the invoice is issued.
- 5.4. The Supplier shall have the right to establish a monetary limit for the Client for making enquiries. The period of calculation of such limit shall be one calendar month and the Supplier shall have the right to halt the Client's access to the Datasets upon reaching of the limit. The limit shall be specified under the special conditions of the Contract for the Use of Enquiry Systems and in order to change the limit after concluding of the Contract, the Client shall send to the Supplier a written or digitally signed application. The Supplier shall have the right to refuse to increase the limit.
- 5.5. The Client shall be required to pay the service charges calculated on the basis of a calendar month (hereinafter: the Monthly Charges), including the subscription fee, fully including for the period during which the Client's access to the enquiry system was restricted pursuant to the provisions of the General Terms and Conditions provided above. The Monthly Charges shall be calculated irrespective of whether or not the Client is using the enquiry systems. The Monthly Charges shall not be calculated for the period in the course of which the Contract for the Use of Enquiry Systems is halted by the Supplier pursuant to article 7.1 of the General Terms and Conditions.
- 5.6. The Client shall be notified of changes in the Service Charges through the Supplier's website, www.infoproff.ee (www.infoproff.com), at least 30 (thirty) calendar days prior to entry into force of the changes. The above mentioned term for giving advance notice shall not apply to the changes that are accompanied by decreasing of the service charges or adding of new services to the price list.
- 5.7. An invoice shall be deemed to be paid when the whole amount specified in the invoice has been received on the bank account specified in the invoice. In the event of a delayed payment, the Supplier shall have the right to request payment of a fee for late payment by the Client in the amount of 0.15% of the past due amount per day for each calendar day of the delay.
- 5.8. The Supplier shall first notify the Client of a debt by issuing a reminder when 14 (fourteen) days have passed from the date on which the payment was due, with the term of payment of 14 (fourteen) calendar days.
- 5.9. In the event of a failure to pay the claim specified in the reminder, the Client shall be issued a debit note with the term of payment of 14 (fourteen) calendar days. In parallel with issuing the debit note, the Client's access to the enquiry systems shall be restricted until elimination of the debt. In the event of a failure to pay the claim by the date specified in the debit note, the Client shall be issued debit note no. 2 for immediate performance of the obligation. In the event of a failure to perform the obligation, debit note no. 2 shall be deemed an application for cancellation of the Contract and the Contract shall be deemed cancelled by the Supplier after 5 (five) calendar days from the date on which debit note no. 2 was issued.
- 5.10. The Client shall be required to compensate for the expenses arising for the Supplier in connection with collection of the debts from the Client, including the expenses related to the assistance of any persons participating in the collection of the debts as representatives of the Supplier.

6. MAINTENANCE OF THE ENQUIRY SYSTEMS

- 6.1. The Supplier shall do everything in the Supplier's power to ensure uninterrupted functioning of the enquiry systems.

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- 6.2. The Supplier shall have the right to restrict the Client's connection to the enquiry systems fully or partially in order to repair the systems or perform the works required for maintenance. The Supplier shall notify the Client of any planned outages as soon as possible through the enquiry system or on the website www.infoproff.ee (www.infoproff.com). During the maintenance works on the enquiry systems performed by the Supplier, performance of the Supplier's contractual obligations in front of the Client shall be halted and, due to the above mentioned reason, the Supplier shall not be required to
- 6.3. compensate to the Client for the potential damages suffered by the Client due to the failure to perform the obligations arising from the Contract for the Use of Enquiry Systems.
- 6.4. The Supplier may establish requirements for the exploitation of the enquiry systems which shall be published on the website www.infoproff.ee (www.infoproff.com) and which the Supplier shall proceed from in providing the services and maintaining the enquiry systems. The requirements for the exploitation of the enquiry systems shall be published for informative purposes and shall not constitute annexes to the Contract for the Use of Enquiry Systems.
- 6.5. The Supplier shall have the right to monitor exploitation of the enquiry systems by the Client and file binding enquiries about the legality of the exploitation of the enquiry systems and the Datasets.
- 6.6. The Client and the User shall be prohibited from performing any operations which may compromise the enquiry systems or the security of the Datasets. In the event of a suspicion concerning the security of the Client's operations, the Supplier shall have the right to immediately restrict the Client's access to the enquiry systems.
- 6.7. The Client shall not be permitted to use any programmes in the enquiry systems which are not designed for browsing the Internet for general purposes or the operation of which is not directly controlled by a human. Scripts, robots and automated tools or programmes not designed for browsing the Internet, among others, shall be deemed programmes for special purposes.
- 6.8. The Supplier shall have the right to make unilateral changes in connection with the enquiry systems, including changes altering the functionality, design, structure, Internet address (URL), security elements, etc. of the enquiry systems, as well as change or complement the content or composition of the services or stop providing a service. The Client shall be notified of the corresponding changes on the Supplier's website, www.infoproff.ee (www.infoproff.com).

7. HALTING OF THE CONTRACT AND RESTRICTION OF ACCESS

- 7.1. The Client shall have the right to request halting of the Contract for the Use of Enquiry Systems by the Supplier by sending to the Supplier a corresponding written or digitally signed application. The Supplier shall halt the Contract within 5 (five) working days from the date on which the application is received at the latest. The Contract shall be reopened on the basis of the Client's written application and after receipt of the fee for restoring access to the enquiry systems established by the Supplier. If the Client has not expressed a wish to have the Contract reopened within 1 (one) year from the date of halting of the Contract, the Contract for the Use of Enquiry Systems shall be deemed expired.
- 7.2. In addition to the provisions of articles 5.8, 6.2 and 6.5 of the General Terms and Conditions, the Supplier shall have the right to restrict the use of the enquiry systems by the Client if:
 - 7.2.1. The Client breaches the requirements of article 6.6 of the General Terms and Conditions or has used the enquiry systems in any other manner which disturbs other users or the functionality of the enquiry systems, or has abused the enquiry systems or Datasets in any other manner;
 - 7.2.2. The Client violates materially other requirements of using the enquiry systems and fails to eliminate the breach within 5 (five) calendar days after receipt of a corresponding request from the Supplier.

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- 7.3. Unless the Contract has been cancelled extraordinarily by the Supplier pursuant to article 8.3 of the General Terms and Conditions, the Supplier shall restore the Client's access to the enquiry systems within 2 (two) working days after cessation of the circumstances specified in article 7.2 and payment by the Client of all collectable debts and the fee established by the Supplier for restoration of access to the enquiry systems, and notified the Supplier of payment of any outstanding amounts.

8. TERM AND EXPIRY OF THE CONTRACT

- 8.1. The Contract for the Use of Enquiry Systems shall be concluded without a term. The Contract may be cancelled on the initiative of the Client or on the initiative of the Supplier or by a written agreement between the Parties.
- 8.2. The Parties shall have the right to ordinary cancellation of the Contract for the Use of Enquiry Systems at any time and irrespective of the reason by giving 5 (five) calendar days of advance notice to the other party.
- 8.3. The Supplier shall have the right to cancel the Contract without giving the advance notice established in article 8.2 if the Contract is cancelled due to the circumstances specified in articles 5.8, 6.5, 6.6 or 7.2 of the General Terms and Conditions.

9. OBLIGATION TO NOTIFY

- 9.1. The Client shall notify the Supplier of changes in the Client's details and immediately send the new details to the Supplier to the contact address specified by the Supplier. The Supplier shall give notice of changes in the Supplier's contact information on the website of the enquiry system or on the website www.infoproff.ee (www.infoproff.com). Unless notified otherwise by the other Party, each Party shall have the right to presume that the contact information has not changed, that the administrator has not been replaced, and the rights of the Users have not been changed or cancelled.
- 9.2. Notices of informative nature related to the Contract may also be sent to the other Party by e-mail. Unless specified otherwise in the General Terms and Conditions, any notices resulting in legal consequences shall be drawn up in writing and handed over to the other Party against signature or sent by mail or, with a digital signature, by e-mail.

10. SANCTIONS

- 10.1. The Supplier shall only be held liable in the event of an intentional violation of the Contract for the Use of Enquiry Systems, in the case of which the Client shall have the right to claim payment of compensation by the Supplier for the direct material damage caused through the violation. The Supplier shall not be liable for any other damages that the Client may suffer and shall not be required to compensate for loss of profit, expenses or decreased profit related to halting of business activities or other similar damages.
- 10.2. The Client shall be held liable for material damage caused to the Supplier by violation of the Contract. The Client shall not be held liable for damages caused by the circumstances of force majeure. The Parties shall define force majeure as provided for in the Law of Obligations Act.
- 10.3. In the event of violations of the obligations of the Client established in the General Terms and Conditions, the Supplier shall have the right to claim payment of contractual penalty by the Client in the amount of 1,000 euros for each violation and compensation for the damage caused.

11. OTHER TERMS AND CONDITIONS

- 11.1. Unless disclosure obligation is prescribed in legislation, the Parties shall maintain the confidentiality of the confidential information about the other Party that has become known to them in connection with concluding and performing the Contract for the Use of Enquiry Systems, above all the information

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about the Client's business activity, the technical solutions and security requirements related to performance of the contract, and other sensitive information which is not publically available. The established confidentiality obligation shall remain valid without a term.

- 11.2. These General Terms and Conditions shall enter into force on 10.03.2015.
- 11.3. The Supplier shall have the right to amend and complement the General Terms and Conditions. Amendments shall be communicated through the Supplier's website, www.infoproff.ee (www.infoproff.com), or through media, or in another reasonable manner at least 30 (thirty) calendar days before entry into force of the amendments. Unless the Client cancels the contract within 30 (thirty) calendar days from the date on which the notice about amendments to the General Terms and Conditions is published, the Client shall be deemed to have expressed the will to accept the corresponding amendments by remaining silent and shall thus be deemed to have confirmed that the Client has no claims regarding the amendments to the General Terms and Conditions. These General Terms and Conditions shall become an integral part of the Contract and shall become binding to the Parties as of the date on which they enter into force.
- 11.4. In case of a complaint, the Client shall contact the Supplier. Attempts shall be made to settle any disputes between the Parties by negotiations. If the negotiations prove unsuccessful, the dispute shall be settled pursuant to the legislation of the Republic of Estonia.