

Approved by the Management Board of the Estonian Internet Foundation on 22 May 2026.

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

1. GENERAL PROVISIONS AND PARTIES

1.1 These Terms of Use and subscription procedure (hereinafter also: the Agreement) govern the use of the electronic identification service (hereinafter also: eeID) provided by the Estonian Internet Foundation (registry code 90010019, address Paldiski mnt 80, Tallinn 10617, Republic of Estonia; hereinafter EIF).

1.2 The Agreement is concluded between the Client and EIF in the EIF eeID user environment by the Client accepting these Terms. The Agreement does not require separate signing unless a specific subscription, special condition or separate written form is required.

1.3. The purpose of the Agreement is to establish the rights and obligations of the Parties on the basis of which the Client may use the electronic identification service provided by EIF and add user authentication and/or identity verification functionality to its e-service in accordance with the terms set out in this Agreement.

1.4 EIF is the provider of the electronic identification service and is responsible solely for the operation, security and administration of its own platform and service provision and shall not be responsible for the operation, content or lawful use of the Client's e-service or information system.

1.5 The Client is a legal entity or other legal person that implements the service in its e-service or information system and accepts these Terms in the eeID user environment.

1.6 EIF and the Client are hereinafter jointly referred to as the Parties and separately as a Party.

1.7 The following constitute integral parts of the Agreement at minimum:

- Annex 2 – eeID Data Protection Terms;
- Annex 3 – Price List;
- Annex 4 – eeID Privacy Principles for Data Subjects.

1.8 EIF may offer various authentication, identity verification and other related services to which additional service-specific terms, data protection terms or separate agreements may apply. The roles of the Parties in the processing of personal data may depend on the specific service, processing operation and technical solution used.

1.9 The Parties may also conclude additional service-specific terms or separate agreements which may, among other things, specify: the roles of the Parties in the processing of personal data; the categories of data processed; the third-party service providers used; the processing of biometric, video identification or other data involving elevated privacy risks; security requirements; cross-border data transfers; the exercise

[Esti Interneti SA](#)

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

of data subject rights and similar matters. Where separate terms or agreements have been established for a specific service, such special terms shall apply primarily to that service and, in the event of conflict, shall prevail over these general terms and the data protection terms.

1.10 In the event of any inconsistency between translations of the Agreement or versions in different languages, the Estonian-language version shall prevail.

2. DEFINITIONS

2.1. The terms used in the Agreement and in the communication between the Parties shall have the meanings assigned to them in the Agreement. In the case of terms not defined herein, the meaning assigned to the corresponding term under Estonian legislation or the commonly accepted meaning of such term shall apply.

2.2. In addition to the foregoing, the following terms are used in this Agreement with the following meanings:

2.2.1 **Service** - An electronic identification service (eeID) provided to the Client, through which the Estonian Internet Foundation provides and intermediates various third-party identity verification solutions to the Client. The Service operates as a technical integration and intermediary layer between the Client and identity service providers, enabling user authentication and identity verification within the Client's e-services.

2.2.2 **Authentication Service** - An identity authentication service enabling verification whether a user accessing the Client's service is a previously identified person, including for the purpose of logging into the Client's service.

2.2.3 **Identity Verification Service** - A service enabling verification of a user's actual identity and obtaining verified personal data through a single integration.

2.2.4 **Client** - A person or entity implementing the Service whose e-service or information system is connected to the Service.

2.2.5 **Client Application** - An e-service, information system or other application managed by the Client that uses the Service.

2.2.6 **Data Subject** - A natural person whose identity is authenticated or verified through the Service.

2.2.7 **eeID User Environment** - An electronic environment managed by EIF for implementing and administering the electronic identification service (eeID), where the Client submits subscription information, manages information related to the implementation and use of the Service (including production and testing environments), makes payments for the Service and accepts the terms of the Agreement.

2.2.8 **Validation Confirmation Fee** - A fee that EIF may charge the Client for making Service requests.

2.2.9 **Unplanned Interruption** - An unscheduled failure or interruption of the Service or its functionality. Unplanned interruptions include only interruptions occurring during the Service working hours.

2.2.10 **Client Support** - Support provided to the Client from Monday to Friday between 09:00–17:00, excluding public and national holidays.

Eesti Interneti SA

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

3. SUBSCRIPTION AND USE OF THE SERVICE

3.1 The Client may implement and activate the Service in the eeID user environment. EIF has the right to request additional information from the Client prior to activating the subscription where such information is necessary for the provision of the Service, ensuring security, assessing the legitimacy of the intended use of the Service or for any other justified reason.

3.2 EIF has the right, at its sole discretion, to refuse activation of the Client's subscription or provision of the Service, including where:

- the subscription or use of the Service does not comply with applicable laws, technical requirements or security requirements;
- the use of the Service may involve legal, regulatory, cybersecurity, fraud, reputational or other risks;
- the Client's field of activity, business model, service or project is, in EIF's assessment, not in accordance with EIF's objectives, values, risk assessment or principles governing the use of the Service;
- there is a justified suspicion of potential misuse of the Service; or
- in any other justified case.

3.3 EIF is not obliged to provide reasons for refusing activation or provision of the Service to the extent that disclosure of such reasons could adversely affect security, fraud prevention, EIF's legitimate interests or the rights of third parties.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1 The Client has the right to:

- 4.1.1 use the Service in accordance with the conditions and procedures provided by applicable legislation and the Agreement;
- 4.1.2 submit notifications to EIF regarding the operation and performance of the system;
- 4.1.3 require provision of the Service in accordance with the technical conditions available in the user environment;
- 4.1.4 review the technical solution used for the provision of the Service and the principles for calculating the validation confirmation service fee.

4.2 The Client is obliged to:

- 4.2.1 not disclose the Client Application password to third parties, implement appropriate security measures to protect the password and notify EIF immediately of any suspected or actual password leakage;
- 4.2.2 notify EIF at least forty-eight (48) hours in advance of planned changes that may be significant for the use of the Service and of the launch of information systems that may result in a significant increase in request volumes;
- 4.2.3 pay for the Service in accordance with invoices issued by EIF;

Eesti Interneti SA

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

- 4.2.4 not redistribute or make the Service available to third parties without EIF's prior written consent;
- 4.2.5 notify EIF at the earliest opportunity of any changes in contact details or organisational form;
- 4.2.6 notify EIF within twenty-four (24) hours of any cybersecurity threat or incident affecting or potentially affecting the Service;
- 4.2.7 regularly review communications sent by EIF to the email address of the contact person specified in the Agreement.
- 4.3 The Client represents and warrants that it has all necessary legal grounds for processing users' personal data and for using the eeID Service within its own service in accordance with applicable laws.
- 4.4 The Client is responsible for ensuring that users are provided, prior to the use of the eeID Service, with clear, understandable and adequate information regarding the processing of personal data, including:
- which authentication or identity verification services are used;
 - which personal data are processed;
 - the purposes for which personal data are processed;
 - to whom personal data may be disclosed;
 - how the user may exercise their data protection rights.

5. RIGHTS AND OBLIGATIONS OF EIF

5.1 EIF has the right to:

5.1.1 monitor and analyse the use of the Service for purposes arising from applicable legislation and the Agreement, as well as for statistical, quality assurance and security purposes;

5.1.2 log and retain Client Application requests and disclose such requests in cases prescribed by law;

5.1.3 issue remarks regarding non-intended or improper use of the Service;

5.1.4 restrict the provision of the Service in cases provided for in the Agreement or applicable legislation, provided that the Client's contact person has been notified by email at least five (5) working days in advance prior to restricting the Service. EIF has the right to suspend the provision of the Service immediately where the availability or security of the Service is endangered.

5.2 EIF is obliged to:

5.2.1 ensure the availability of the Service in accordance with the technical conditions available in the user environment;

5.2.2 enable use of the Service after activation of the subscription in the user environment or in another manner determined by EIF.

6. TECHNICAL CONDITIONS

Eesti Interneti SA

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

6.1. EIF shall notify users of the Service at the earliest opportunity of all known service interruptions and circumstances preventing the use of the Service. Users of the Service shall be notified by email at least forty-eight (48) hours in advance of interruptions occurring during the operating hours of EIF's production environment services and of major maintenance works. The maximum duration of one planned interruption is eight (8) hours. The maximum number of planned interruptions per month is two (2). Planned interruptions include only interruptions occurring during the Service operating hours. Planned interruptions may be used for maintenance, testing and implementation of upgrades or improvements.

6.2. The maximum duration of one unplanned interruption is twelve (12) hours. The maximum cumulative duration of unplanned interruptions per year may be up to eighty-seven (87) hours, meaning that EIF ensures system availability exceeding ninety-nine (99) percent. In the event of a disaster situation (including water or fire damage to server rooms or other unexpected emergency situations), the Services shall be restored within seventy-two (72) hours.

6.3. The maximum permitted number of simultaneous accesses to the Service (simultaneous requests) for which operation in accordance with the Service operational requirements is guaranteed is 100 requests per second.

6.4 The Client undertakes not to use real personal data in the test environment unless there is a lawful basis for such use and appropriate security measures have been implemented.

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.

Eesti Interneti SA

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

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

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. NOTIFICATIONS

8.1. The Parties shall send all notifications in writing, except in the case of notification regarding an unplanned interruption, where notification by telephone may also be used.

8.2. Notifications concerning only the Client shall be sent by EIF to the email address of the Client's contact person.

8.3. The Client shall send all notifications and orders concerning the provision of the Service to EIF's email address through the Client's contact person. Such notifications sent by other persons shall not be binding on EIF unless the Client has authorised such person and notified EIF thereof in advance within a reasonable period of time.

8.4 The Client's contact person shall submit notifications to the user support contacts:

8.4.1 e-mail: info@internet.ee;

8.4.2 phone: 7271000.

9. LIABILITY

9.1 The Client shall be liable for damage caused through fault and shall compensate EIF for any damage caused thereto. EIF shall be liable only for direct proprietary damage caused intentionally or through gross negligence.

9.2 EIF shall not be liable for any damage incurred by the Client or the users of the Client's service due to technical interruptions, disruptions or delays arising from the eeID platform or from the actions or omissions of EIF's service partners, including direct or indirect proprietary damage, loss of profit, reputational damage, data loss or business interruption, except where such damage has been caused intentionally by EIF.

EIF shall not be liable for decisions, actions or consequences arising from the Client's use of authentication or identity verification results. EIF shall not be liable for biometric assessments, identity verification decisions or the operation of services provided by third-party identity verification or video identification service providers.

Eesti Interneti SA

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

9.3 A Party shall notify the other Party of any damage incurred within ten (10) calendar days from the date on which the damage was discovered, but no later than one (1) month after the occurrence of the damage.

9.4 EIF shall not be liable for circumstances affecting the availability or quality of the Service that are beyond EIF's control.

9.5 A Party shall not be liable for failure to perform its obligations where such failure results from force majeure. Force majeure shall mean circumstances beyond the reasonable control of a Party, including but not limited to fire, explosion, natural disaster, war, strike, general power outage, thunderstorm or exceptional weather conditions.

9.6 A Party whose performance of obligations under the Agreement is hindered due to force majeure shall notify the other Party thereof at the earliest opportunity using communication channels ensuring the most оперативне exchange of information.

9.7 Upon notification of force majeure, the Parties shall agree on the manner and extent to which performance of the Agreement shall continue in accordance with the applicable national crisis management arrangements. Such agreement shall be documented in writing at the earliest opportunity.

9.8 EIF shall not be liable for disturbances, delays in transmission of information, destruction or loss of data caused by the Client's actions or omissions or other circumstances beyond EIF's control.

9.9 EIF shall not be liable for failure of the Service where the interruption has been caused by the Client's actions or omissions.

9.10 EIF shall have the right to immediately restrict or suspend provision of the Service where, in EIF's assessment, the use of the Service may endanger the security, reliability or proper functioning of the Service or create a risk of misuse.

10. THIRD-PARTY SERVICES

10.1 As part of the Service, EIF may enable the Client to use identification and authentication services provided by third parties.

10.2 EIF provides the technical integration required for the use of such services and intermediates the exchange of data between the Client and the respective service provider.

10.3 Third-party service providers shall act as independent controllers in the processing of personal data and shall process personal data in accordance with their own terms and conditions.

10.4 EIF does not determine the purposes or essential means of the personal data processing carried out by third-party service providers.

10.5 EIF is responsible for the lawful transmission of personal data to third-party service providers within the scope of its Service.

10.6 EIF shall not be liable for the substantive functioning, availability or personal data processing activities of third-party service providers.

10.7 The Client is responsible for ensuring the lawful use of third-party services within its own e-service, including providing appropriate notices to users and ensuring the existence of the necessary legal grounds.

10.8 Personal data shall be transferred to third-party service providers only to the extent necessary for the provision of the Service.

11. ROLES IN THE PROCESSING OF PERSONAL DATA

11.1 The terms governing the processing of personal data related to the use of the Service are set out in Annex 2 – Data Protection Terms.

11.2 EIF acts as a controller with regard to processing operations carried out on its electronic identification service (eeID) platform and in the course of providing the Service, to the extent that EIF determines the purposes and means of such processing.

11.3 The Client acts as a controller with regard to processing carried out within its Client Application, implementation of its own service and further processing of users' personal data, to the extent that the Client determines the purposes and means of such processing.

11.4 EIF and the Client may act as joint controllers to a limited extent in connection with the technical performance of authentication or identity verification operations solely to the extent strictly necessary for carrying out the technical authentication or identity verification process. Following transmission of the authentication or identity verification result to the Client, the Client shall act as an independent controller.

12. CONFIDENTIALITY

12.1 When using information disclosed in the course of providing the Service, the Parties undertake to observe the principles of confidentiality and not to disclose information obtained in the course of performance of the cooperation relationship to third parties without the prior written consent of the respective Party, except in cases provided for by law.

12.2 Information shall be considered confidential if, at the time of disclosure, it is marked as "confidential" or may reasonably be considered confidential in light of its nature and content. The Parties shall disclose confidential information only to those employees who are directly involved in the provision of the Service and shall ensure that such employees are aware of and comply with the confidentiality obligations.

12.3 The Parties may disclose the aforementioned confidential information to third parties only where such disclosure is required pursuant to applicable law or this Agreement. This requirement shall not apply to the Parties' auditors or legal advisors, who are subject to duties of loyalty and confidentiality.

12.4 The confidentiality obligation shall remain in force both during the term of the cooperation relationship and indefinitely thereafter. The Parties may disclose the fact of conclusion of this Agreement.

13. AMENDMENT AND TERMINATION OF THE AGREEMENT

Eesti Interneti SA

Paldiski mnt 80, 10617 Tallinn, Estonia T +372 727 1000 E info@internet.ee www.internet.ee
Reg. nr 90010019 VAT EE101286464

13.1 The Agreement shall enter into force from the moment the Client accepts the terms in the eeID user environment and shall remain valid for an indefinite term unless agreed otherwise.

13.2 EIF shall have the right to unilaterally amend the Agreement where required due to changes in legislation, technical developments, security requirements or improvements in the organisation of the Service.

13.3 If the Client does not agree with the amendments, the Client shall have the right to discontinue use of the Service and terminate the Agreement.

13.4 EIF shall also have the right to terminate the Agreement or suspend provision of the Service where the Client materially breaches the terms of the Agreement, fails to fulfil payment obligations or endangers the security or availability of the Service.

13.5 Upon termination of the Agreement, the rights and obligations arising prior to termination shall remain in force until properly fulfilled.

14. FINAL PROVISIONS

14.1 If one or more provisions of the Agreement become invalid, unlawful or unenforceable in any respect, this shall not affect the validity, legality or enforceability of the remaining provisions of the Agreement, provided that the Agreement may continue in force without the invalid provision(s).

14.2 The Parties shall seek to resolve any disputes arising out of or in connection with the Agreement through negotiations. If a dispute cannot be resolved through negotiations between the Parties, either Party shall have the right to refer the dispute to Harju County Court. All disputes shall be governed by and resolved in accordance with the laws of the Republic of Estonia.

14.3 The Agreement supersedes all prior oral and written agreements between the Parties relating to the provision of the Service contemplated by this Agreement, unless the Parties agree otherwise.

14.4 In matters not regulated by the Agreement, the Parties shall be governed by the laws in force in the Republic of Estonia.