# **Terms of Use of In-ADS Service**

Version 1.3 03.01.2024

## 1. Definitions

Service – user interface containing the data of Address Data System, which can be integrated into webbased solutions to provide address search functionality (In-ADS), including the In-ADS widget and a gazetteer service.

User – natural or legal person, who uses the Service.

Service Provider – owner of In-ADS, Estonian Land Board.

## 2. General Provisions

- 2.1 The Service shall be used in conformity with the Terms of Use, generally accepted good practices and the legislation of the Republic of Estonia. The Service is used when queries are made in the operating environment (<a href="http://inaadress.maaamet.ee/">http://inaadress.maaamet.ee/</a>) or test environment (<a href="http://inadstest.maaamet.ee/">http://inaadress.maaamet.ee/</a>):
- 2.1.1 via In-ADS user interface;
- 2.1.2 via In-ADS widget;
- 2.1.3 querying In-ADS gazetteer directly.
- 2.2 The use of Service is free of charge.
- 2.3 The use of automated scripts, programs and tools is allowed under the following conditions:
  - 2.3.1 One user (from one IP address) may make at maximum 3000 queries per 10 minutes.

    And maximum 10 000 queries in 1 hour.
  - 2.3.2 From IP addresses located outside Estonia the maximum permitted number of queries is 2000 per 10 minutes. And maximum 6 000 queries in 1 hour.
  - 2.3.3 If there is a need to make more queries, the In-ADS container solution should be used for this purpose (<a href="https://geoportaal.maaamet.ee/index.php?lang\_id=1&page\_id=915">https://geoportaal.maaamet.ee/index.php?lang\_id=1&page\_id=915</a> i.e. a copy of In-ADS is installed in the consumer's own infrastructure), where inquiries can be made without restrictions.
- 2.4 When using the In-ADS Gazetteer service, at least the following practices must be used:
  - 2.4.1 The query will only be executed after entering the fourth symbol or after manually starting the search by the user.
  - 2.4.2 A new search is started when there is a pause of at least 500ms between the symbol entries made by the user.
  - 2.4.3 Requests should be sent to In-ADS via the IP address of the consuming system.
- 2.5 While using the Service, any activity that disturbs or prevents the service provision to customers is prohibited. The User shall avoid causing overload on the computer network and servers
- 2.6 Before starting to use the service in an information system with a high volume of request, if needed performance testing should be done against the In-ADS test environment.
- 2.7 No personal data is processed in In-ADS.

- 2.8 In order to keep up to date with In-ADS news and updates, users can join the <u>In-ADS</u> notification mailing list.
- 2.9 Estonian Land Board should be notified if the consumer starts using In-ADS container solution. Via e-mail address inads.abi@maaamet.ee.

#### 3. Reuse of Data

3.1 The data made available through the Service is open data, and thus, the User can use them free of charge for a chosen moral purpose, in conformity with legislation and good practices.

# 4. Copyright

- 4.1 The Service Provider holds the copyright and related rights (rights of the maker of database) to the Service and to all materials on the Service the copyright of which does not belong to a third party.
- 4.2 By making the Service available to the public, the Service Provider will not transfer the copyright to the Service, or to materials published on the Service, to any other person.
- 4.3 Within the limits of free use (for non-commercial purposes) as set out in the Copyright Act, the materials made available on the Service may be reproduced, distributed, translated, processed, adapted, displayed to the public, transmitted or made available. It is prohibited to reproduce the Service, its structure, technical and graphical solutions, or programs.
- 4.4 It is allowed to make references and create hyperlinks to the Service and Service Provider (including deep links into subpages), provided that these do not give false, misleading or derogatory information about the Service and Service Provider and do not distort the Service delivery.

## 5. Rights and Liabilities of the User

- 5.1 The User is entitled to use the Service in conformity with the Terms of Use.
- 5.2 While using the Service, the User is obliged to comply with relevant laws, intellectual property legislation and good practice.

# 6. Rights and Liabilities of the Service Provider

- 6.1 The Service Provider is entitled to restrict the User's access to the Service, when the User violates the Terms of Use or there is a reasonable doubt for such a violation or there are real or potential security risks to the Service.
- 6.2 In case of violation of the restrictions on maximum number of requests given in point 2.3, the user's access to the service will be automatically restricted.
- 6.3 The Service Provider is entitled to suspend the User's access to the Service, when it is necessary for the purposes of technical alterations, updates, maintenance or protection against a cyber-attack.
- 6.4 The Service Provider shall inform of the scheduled service interruption at least 5 days in advance on its website and by sending e-mails to the In-ADS mailing list members. The User can sign up to the above mailing list in <a href="the Land Board's geoportal">the Land Board's geoportal</a>.

- 6.5 The Service Provider will monitor the system performance and is entitled to keep the user activity log for up to 30 days. Only authenticated users can have access to the log.
- 6.6 The Service Provider will not be liable for any damages, including but not limited to the loss of revenue, caused through the use or non-use of the Service, or through the restricted or suspended access to the Service pursuant to the Terms of Use.
- 6.7 The Service Provider will not be responsible for any service failures that are caused by circumstances beyond the control of the Service Provider.
- **6.8** The Service Provider is entitled to unilaterally change the Terms of Use. The modified terms of use will be published on the webpage <u>inaadress.maaamet.ee</u> and sent out to the In-ADS mailing list. The new terms become effective upon publication on the webpage. **Users who have not subscribed to the mailing list will not be notified separately of the changes in the terms of use.**