

Terms of Use of In-ADS Service

Version 1.1 07.01.2020

1. Definitions

Service – user interface containing the data of Address Data System, which can be integrated into web-based 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, the 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 (<http://inaaddress.maaamet.ee/inaaddress/>) or test environment (<http://inadstest.maaamet.ee/inaaddress/>):

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 5000 queries per 10 minutes.

2.3.2 From IP addresses located outside Estonia the maximum permitted number of queries is 2500 per 10 minutes.

2.3.3 If there is a need to make more queries, the Service Provider shall be informed thereof by providing the reason and relevant IP address to the e-mail ads.abi@maaamet.ee

2.3.4 The query limits set out in clauses 2.3.1 and 2.3.2 may be exceeded only when the User has received from the Service Provider an agreement by any means that leaves a written record (e.g. e-mail).

2.4 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.

2.5 No personal data is processed in In-ADS.

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 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.
 - 6.2.1 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 the Land Board's geoportal at: <https://geoportaal.maaamet.ee/est/Teenused/X-tee-teenused/Aadressiandmete-susteemi-X-tee-teenused/ADS-ja-In-ADS-meililistiga-liitumise-taotlus-p632.html>
- 6.3 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.
- 6.4 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.
- 6.5 The Service Provider will not be responsible for any service failures that are caused by circumstances beyond the control of the Service Provider.
- 6.6 The Service Provider is entitled to unilaterally change the Terms of Use. The modified terms of use will be published on the webpage inaadress.maaamet.ee 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.