

Äripäev

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Äripäev AS is an integral part of the Agreement Conditions concluded between Äripäev AS and the Customer.
 - 1.2. In addition to the General Terms and Conditions, legal relations arising from the Agreement shall be governed by the Law of Obligations Act (hereinafter the LPA), the Consumer Protection Act (hereinafter TKS) and other legislation regulating the sale of goods, the provision of the Service or the legal relationship between the parties in the Republic of Estonia.
 - 1.3. Definitions used in the Agreement, the General Terms and Conditions, and communication between Parties have the following meanings.
 - 1.1.1. E-Shop is the Sales Channel at the web address pood.aripaev.ee
 - 1.1.2. Personal data is any information about an identified or identifiable natural person.
 - 1.1.3. Processing of Personal Data is any act performed with the Data Subject's Personal Data. For example, collecting, storing, organizing, maintaining, modifying and disclosing personal data, providing access thereto, performing queries and making extracts, using, transmitting, cross-usage, merging, closing, deleting or destroying, or several of the aforementioned operations, regardless of the manner in which the operations are performed and the means used.
 - 1.1.4. The Ä-account is the personal user account of the Data Subject, which primarily provides access to digital products of Äripäev AS and through which the Customer identifies himself/herself. The Ä-account belongs to the Data Subject, and it will remain functional even if you do not have valid read permission.
 - 1.1.5. Goods are items sold by Äripäev AS through the Sales Channel.
 - 1.1.6. Confirmation is a notice to be sent to the Customer immediately after the conclusion of the Agreement, which includes a reference to the General Terms and Conditions
-

and to the details of the Agreements and the Goods or Service.

- 1.1.7. The Customer is any natural or legal person who uses or has expressed a wish to use the Services of Äripäev AS.
- 1.1.8. The Agreement is an Agreement concluded between Äripäev AS and the Customer for the acquisition of the Goods or the provision of the Service via the Sales Channel of Äripäev AS.
- 1.1.9. The Sales Channel is the tool created by Äripäev AS for communication with the Customer, the sale of Goods and the provision of Services. The Sales Channels of Äripäev AS are primarily E-Shop, Telephone Sales and Direct Mail.
- 1.1.10. Direct Mail is any information sent to the Customer that is designed to directly or indirectly promote the provision of the Goods or Services of Äripäev AS or to enhance the reputation of Äripäev AS. Information relating to the provision of Goods or Services, administration or performance of the Agreement is not a Direct Mailing.
- 1.1.11. The Book Club is a Sales Channel through which books are sold to Members of the Book Club. The Book Club is a History Book Club (ajalooramatud.ee) and Book Club of Äripäev AS (raamatuklubi.aripaev.ee).
- 1.1.12. A password is a combination of letters and/or numbers chosen by the Customer that identifies the Customer.
- 1.1.13. The consumer is the Customer who is a natural person.
- 1.1.14. Goods are the service sold by Äripäev AS through the Sales Channel.
- 1.1.15. Telephone sales are the Sales Channel of Äripäev AS, the aim of which is to conclude the contract by telephone.
- 1.1.16. Äripäev AS is a legal entity; AS Äripäev, with a registry code 10145981, located at Vana-Lõuna 39/1, 19094 Tallinn. Äripäev AS is part of a Scandinavian media corporation Bonnier Group.
- 1.1.17. General Terms and Conditions are these terms and conditions which is an integral part of the Agreement concluded between Äripäev AS and the Customer via the Sales Channel.

2. PRICE

- 2.1. In the Sales Channels, prices are displayed both with VAT and without VAT.
- 2.2. Prices apply from the conclusion of the Agreement until the expiry of the agreed payment deadline.
- 2.3. Äripäev AS reserves the right to make changes in prices. The changes are reflected on the website pood.aripaev.ee.
- 2.4. Äripäev AS informs the Customer in the Sales Channel about the means of payment accepted at the beginning of the ordering process.

3. RIGHTS AND OBLIGATIONS OF ÄRIPÄEV AS

- 3.1. Äripäev AS has the right to withdraw from the Agreement without penalty and not to deliver the ordered Goods or not to provide the Service if:
 - 3.1.1. The Goods are out of stock;
 - 3.1.2. Äripäev AS or third parties involved no longer deliver the ordered Goods or provide the ordered Service;
 - 3.1.3. The price or features of the Goods are displayed in the E-Shop incorrectly due to a system error;
 - 3.1.4. The Customer violates the General Terms and Conditions.
- 3.2. If Äripäev AS is not able to perform the Agreement, the Customer shall be contacted, and the amount paid shall be returned as soon as possible, but not later than within thirty (30) days of sending the Confirmation. Äripäev AS may deliver an item of the same quality and price or provide the Service with the same quality and price instead of the item or Service ordered.

4. PROCEDURES FOR CONCLUDING THE AGREEMENT

- 4.1. **Procedures for concluding the Agreement**
 - 4.1.1. The customer selects the desired Good(s) and /or Service(s) in E-Shop and adds them to the shopping cart.
 - 4.1.2. To conclude the Agreement, the Customer presses the link "Confirm" in the shopping cart, fills in the required data fields and immediately pays the invoice displayed on the screen by bank transfer or credit card, signs an e-invoice for a standing order agreement or orders an invoice.
 - 4.1.3. Upon the payment of the invoice, the conclusion of the e-invoice standing order agreement or the issue of the invoice to the person, the Agreement shall be deemed concluded.
 - 4.1.4. Upon conclusion of the Agreement, Äripäev shall forward to the Customer a Confirmation of the conclusion of the Agreement. The confirmation shall be forwarded to the contact information (e-mail, telephone, etc.) provided to Äripäev AS by the Customer upon conclusion of the Agreement or the creation of the Ä-account.
 - 4.1.5. Upon entering into the Agreement, the Customer undertakes to provide only the correct data to Äripäev AS.
 - 4.1.6. The Confirmation sent to the Customer regarding the conclusion of the Agreement shall include a reference to the General Terms and Conditions and the details of the Agreement and the Goods or Service.
 - 4.1.7. Through the reference contained in the Confirmation, the Customer retains access to the details of the Agreement within two years from the conclusion of the Agreement and/or until Ä-account is active.
 - 4.1.8. The Agreement is concluded in Estonian.

4.2. Agreement concluded by telephone

- 4.2.1. The Agreement is deemed to have been concluded with the Customer by telephone if Äripäev AS has sent the Confirmation and/or invoice for the payment of Goods or the Service to the Customer's contact data after the telephone call.
- 4.2.2. The Agreement with the Consumer is deemed to have been concluded if the Consumer has paid the invoice and thereby confirms his/her willingness to be bound with the commitments assumed by telephone.
- 4.2.3. The Confirmation provided for in clause 4.10 is not necessary for the conclusion of the Agreement if the sale takes place on the initiative of the Consumer.

4.3. Conclusion of Agreement in special cases

- 4.3.1. Digital goods. Confirmation of the conclusion of the Agreement will be sent to the Customer. The Confirmation includes, among other things, information on the use of the Goods or the Service in digital form, and on the technical protective measures to be applied and the compatibility of the hardware and software that Äripäev AS knows or must know; as well as on the fact that by signing the Agreement the Customer gives consent to the transmission of the digital content and confirms that he/she thereby loses the right of withdrawal.
- 4.3.2. With a bank card or mobile phone
 - 4.3.2.1. When paying by bank card, the monthly payment is debited from the Customer's bank account.
 - 4.3.2.2. When paying with a mobile phone, the monthly payment is added to the Customer's mobile phone invoice.
 - 4.3.2.3. In the case of a standing order, the Order is automatically extended if the Customer has not changed this condition, i.e., has canceled the automatic extension of the Order.
 - 4.3.2.4. The automatic extension of the standing order can be canceled by the Customer two business days before the next debit day. The automatic extension of the standing order of paper goods can be canceled fifteen (15) business days before the next debit day.
 - 4.3.2.5. Orders can be canceled by calling Äripäev AS ordering center at 667 0099 Mon- Fri at 08:00-17:00, or by writing to an email address tellimiskeskus@aripaev.ee
 - 4.3.2.6. When the automatic extension of a standing Order is canceled, the Order will continue until the end of the prepayment.

- 4.3.3. Book club. The Book Club Membership Agreement is concluded according to the general procedure for the conclusion of the Agreement, which is set out in clauses 4.6 to 4.8 of the General Terms and Conditions.
- 4.3.3.1. With respect to each club book, the Agreement is deemed to have been concluded with the Customer
- 4.3.3.2. if Äripäev AS informs the Members of the Book Club about the publication of a new club book by using the newsletter, SMS, Book Club Website and newspaper Äripäev AS or the contact information provided by the Customer to Äripäev AS (e-mail, phone, Facebook account); and
- 4.3.3.3. a Member of the Book Club can opt out of the club book by informing Äripäev AS before the announcement date published in the announcement. The message can be delivered by the Customer via the Website of the Book Club, by phone 667 0400 on weekdays between 09.00-17.00 or via e-mail to one of the addresses klubi@aripaev.ee and info@ajalooramatud.ee.
- 4.3.3.4. Failure to submit a notice for opting out is deemed as an order of the Book Club. The book will be sent, and the Book Club Member will be submitted an invoice for the book.

5. FILLING AN ORDER

- 5.1. The Customer has the right to choose between the methods of delivering the Goods provided by Äripäev AS.
- 5.2. The methods of filling the orders offered by Äripäev AS are dependent on the characteristics of the Goods, the delivery of the Goods, the provision of the Service or any other performance (in particular, the transmission or making available of digital content).
- 5.3. In the case of delivery of goods, the obligations of Äripäev AS are fulfilled if Äripäev AS or a third party acting on its behalf has, on the due date or by the due date of the Customer's order (in the absence of such date which may be considered reasonable in the circumstances):
- 5.3.1. a. delivered the Goods to the address, mailbox (the Customer must ensure that the mailbox is secure, conforms to the dimensions of the publication and identifiable as the Customer's mailbox) or parcel terminal specified by the Customer; or
- 5.3.2. b. handed over the Goods to be delivered to the Customer or to the Customer's legal representative upon presentation of an identity document. The delivery of the Goods to third parties shall take place in agreement with the Customer.
- 5.4. Äripäev AS informs the Consumer in the Sales Channel at the latest at

the beginning of the order process about delivery restrictions (for example, areas where delivery of goods is not possible or is possible for an additional fee).

- 5.5. Digital content is deemed to have been transmitted or made available when Äripäev AS has initiated the transmission of digital content that is not delivered on a physical medium.
- 5.6. The Service is deemed to have been provided if it has been delivered/provided to the Customer on the due date or within the time limit specified by the Customer and, in the absence thereof, within a term that may be deemed reasonable in the circumstances.

6. RIGHT OF WITHDRAWAL

- 6.1. The Consumer has the right to withdraw from the Agreement without giving any reason within fourteen (14) days.
 - 6.2. The withdrawal period expires 14 days starting from:
 - 6.2.1. the date of conclusion of the Agreement in the case of an Agreement for the provision of a Service or conducting other perpetual performance, or digital content not transmitted on a physical medium.
 - 6.2.2. the date on which the Customer or a third party designated by the Customer who is not the carrier of the Goods received the object physically in his/her possession in case of the Agreement, the object of which is the delivery of the Goods;
 - 6.2.3. the date on which the Customer or the third party designated by the Customer, who is not the carrier of the Goods, has received the last object physically in his/her possession in case of an Agreement, according to which several things delivered separately must be handed over to the Customer;
 - 6.2.4. the date on which the Customer or the third party designated by the Customer, who is not the carrier of the Goods, has received the last thing physically in his/her possession in case of an Agreement, according to which the thing must be handed over to the Customer in several parts;
 - 6.2.5. the date on which the Customer or the third party designated by the Customer, who is not the carrier of the Goods, has received the first object physically in his/her possession in case of an Agreement, according to which the subject is repeated delivery of things over a specified time;
 - 6.3. In order to exercise the right of withdrawal, the Consumer shall inform Äripäev AS with an unambiguous statement (e.g., via mail, fax or e-mail) at the contact data of Äripäev AS provided in clause 10.2 of his or her decision to withdraw from the Agreement. For this purpose, the Consumer may use the standard form for withdrawal, the form is annexed to the General Terms of Conditions, but this is not mandatory. A standard withdrawal form is available [here](#).
-

- 6.4. In order to comply with the deadline for exercising the right of withdrawal, it is sufficient for the Consumer to send notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.
- 6.5. If the Consumer withdraws from the Agreement, Äripäev AS shall return to the Consumer all payments received from the Consumer, including delivery costs (excluding additional costs arising from the way of delivery chosen by the Consumer, which differs from the cheapest ordinary delivery method offered by Äripäev AS), but no later than fourteen (14) days after the day when Äripäev AS becomes aware of the Consumer's decision to withdraw from the Agreement. Äripäev AS makes refunds using the same payment method used by the Consumer when making a payment unless the Consumer has expressly given a consent to use a different form of payment. Consumers will not be subject to any service fees or other charges in case of such refunds.
- 6.6. Äripäev AS has the right to refuse from making refunds until Äripäev AS has received the object that is the subject of the Agreement or until the Consumer has provided proof that the item has been returned, whichever comes first.
- 6.7. The Consumer undertakes to return the object or to hand it over to Äripäev AS immediately upon submission of the withdrawal application, but no later than fourteen (14) days after the day when the Consumer informed Äripäev AS of his/her withdrawal from the Agreement.
- 6.8. The Consumer shall only be liable for any decrease in value of the object caused by the use of the object otherwise than necessary to ascertain the nature, characteristics, and functioning of the object.
- 6.9. The direct costs of returning the object shall be borne by the Consumer.
- 6.10. The Consumer's right of withdrawal shall not apply to:
 - 6.10.1. to the Agreement the object of which is the delivery of newspapers, magazines, and other periodicals, except for a long term agreement concluded for the ordering of such publications;
 - 6.10.2. to the Agreement the object of which is delivery of audio or video recordings or computer software in a sealed wrapping when the Consumer has opened the wrapping;
 - 6.10.3. to the Agreement the object of which is the delivery of digital content that is not delivered on a physical medium.
- 6.11. If the delivery of the Goods (including partial deliveries), provision of the Service or conducting of another long term performance (e.g., delivery of the newspaper, delivery of training materials before the conference) began within the withdrawal period, the Consumer shall pay Äripäev AS the value of the item delivered in the course of the performance of the Agreement in proportion to the delivered item until the time the Consumer notified his/her withdrawal from the Agreement, taking into account the total volume of the Agreement.
- 6.12. If the Customer notifies Äripäev AS of the non-participation in a

conference at least ten (10) workdays before the conference at registreerimine@aripaev.ee or by phone 667 0099, the Customer is offered the opportunity to participate in another conference in the same season or the money will be refunded at 100% of the cost paid. If the Customer notifies of his or her non-participation at least five (5) work days in advance, the Customer shall be refunded 50% of the cost paid. In case of notification of non-participation less than five (5) work days in advance or in case of non-notification, the participation fee will not be refunded.

- 6.13. If the Customer notifies about non-participation in a training at least five (5) work days before the beginning of the entire training program, Äripäev AS offers the opportunity to participate in another equivalent training in the same season or refunds 100% of the cost of the training. Please send the notification about IT Training to info@koolitus.ee and about Äripäev Academy to akadeemia@aripaev.ee. If the Customer notifies about non-participation in the training at least three (3) work days before the start of the training program, Äripäev AS will return 50% of the cost of the training. In the case of a shorter notice of non-participation or in the case of non-notification, the participation fee will not be refunded.

7. PROCESSING OF PERSONAL DATA

- 7.1. Conditions for processing Personal Data have been established by the [Privacy Policy](#) of Äripäev AS which is an integral part of these General Terms and Conditions and are available here. By accepting these General Terms and Conditions, the Customer confirms that he or she has read and understood the [Privacy Policy](#).

8. DIRECT MAIL

- 8.1. By signing an Agreement or creating an Ä-account, the Customer who is a legal entity gives consent to sending commercial communications with Direct Mail.
- 8.2. If the Customer who is a legal person does not wish to receive Direct Mail, he/she can send the corresponding request to Äripäev AS to the contact details provided in clause 10.2 of the General Terms and Conditions.
- 8.3. The Customer shall have the right to notify Äripäev AS at any time of his or her wish not to receive any offers from Äripäev.
- 8.4. Issues related to the Personal Data of natural persons is regulated in the Privacy Policy of Äripäev AS, which is available here.

9. PROCEDURE FOR SUBMISSION OF COMPLAINTS

- 9.1. The Customer has the right to rely on legal remedies provided by law in

case of non-compliance of the Goods or the Services with the terms and conditions of the Agreement.

- 9.2. The liability of Äripäev AS under the Agreement is limited to the price of the particular Agreement, a part thereof and/or order.
- 9.3. In the event of an occurrence of deficiencies in the Goods or the Services, the Customer has the right to contact Äripäev AS at the contact details specified in clause 10.2.
- 9.4. The Customer shall provide Äripäev AS upon request of the latter and provided that it is reasonably possible and does not have a negative impact on the economic activity or legal status of Äripäev AS, a possibility within a reasonable time at its own expense, to remedy or reduce any damage that may result from violation of the Agreement. Any deficiencies or replacement of the Goods/Services shall be agreed upon between Äripäev AS and the Customer.
- 9.5. Äripäev AS shall not be liable for any defects caused to the Goods by the fault of the Customer as a result of improper storage or misuse of the Goods.
- 9.6. Notice of discovery of defects in the Goods shall be submitted within two months after the discovery of the non-conformity or defect. All notices of defects in the Goods shall be reviewed and the Customer will be contacted at the earliest opportunity, but not later than fourteen (14) days after receipt of the notification.
- 9.7. If Äripäev AS has not resolved the Consumer's complaint or the Consumer disagrees with the solution of Äripäev AS, the Consumer may contact the Consumer Disputes Committee. Procedural conditions can be accessed and an application may be submitted [here](#). The Consumer can also [turn to](#) the European Union online dispute resolution platform for consumer disputes.

10. OTHER TERMS AND CONDITIONS

- 10.1. Äripäev AS has the right to unilaterally change these General Terms and Conditions and their actual implementation. Äripäev AS shall notify the Customer of the changes on the website of Äripäev AS, by e-mail or by any other means at least one (1) month before the respective changes take effect.
- 10.2. Contact details information of Äripäev AS: email address tellimiskeskus@aripaev.ee and phone 667 0099.

Entry into force 01.11.2018.