

General Terms and Conditions of IDnow Trust Services AB for the Issuance and Renewal of Certificates for the use with Electronic Signatures and Electronic Seals

Version 1.6 | 18.10.2024 | Public

§ 1 Purpose of these terms and conditions

The Agreement pertains to the issuance of Certificates for the use in connection with Electronic Signatures and Electronic Seals by IDnow Trust Services AB in compliance with the Certificate Practice Statement.

§ 2 Definitions

For the purposes of these General Terms and Conditions, the following terms shall be defined as follows:

“Agreement”: means all of the contractual agreements between the parties in regard to Certificates. This Agreement comprises:

- a) the Application Form,
- b) these General Terms and Conditions;
- c) the Certificate Practice Statement (CPS) and Certificate Policy;
- d) the data protection notice.

All documents – despite the Application Form, which is individual to the case - can be found under <https://www.trust-services.io/documentation-and-certifications/>. All documents listed in this definition of Agreement are an integral part of the Agreement.

"Application Form": The IDnow form used to apply for a qualified Electronic Signature, compliant with Annex I of eIDAS, or a qualified Electronic Seal and issued by IDnow Trust Services AB.

"Authentication Credentials": Information uniquely known to the User for utilizing their Electronic Signature or Electronic Seal on Electronic Documents.

"Authorizing Person": A natural person being member of an organization authorizing other natural persons, being members of that organization, to use Electronic Signatures or Electronic Seals on behalf of that organization.

“Certificate”: Public Key of a User, together with some other information, rendered un-forgable by encipherment with the Private Key of IDnow. If a certificate applies to an Electronic Signature it represents an electronic attestation which links Electronic Signature validation data to a natural person and confirms at least the name or the pseudonym of that person. In case of an Electronic Seal, it links to a legal entity and confirms at least its name.

“Certificate Policy”: the current version of the Qualified Trust Service Policy IDnow Trust Services AB, a set of rules that indicates the applicability of a certificate to a particular community and/or class of application with common security requirements.

“Certificate Practice Statement” (“CPS”): the current version of the Practice Statement IDnow Trust Services AB document outlining practices, procedures, and guidelines related to providing trust services. It serves as a reference to understand how IDnow operates and what standards it adheres to.

"eIDAS": Regulation (EU) No 910/2014 concerning electronic identification and trust services for electronic transactions in the internal market as amended from time to time.

"Electronic Document": any content stored in electronic form, in particular text or sound, visual or audiovisual recording.

“Electronic Seal” and **“Seal”**: means data in electronic form, which is attached to or logically associated with other data in electronic form to ensure the latter’s origin and integrity.

"Electronic Signature": Data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign. The wording "Electronic Signature" in the Agreement refers to qualified Electronic Signatures, where in the processing of certificate a cryptographic algorithm is applied allowing the User to sign and receiver to validate the origin and integrity of Electronic Documents, equivalent in validity to a handwritten signature.

"GDPR": Regulation EU 2016/679, the General Data Protection Regulation (GDPR) governing the protection and free movement of personal data as amended from time to time

"General Terms and Conditions": The current version of this document containing terms and conditions issued by IDnow. "Current" means the version actual at the time of issuing a certificate to the User and amended in accordance with § 15 below.

"IDnow": IDnow Trust Services AB, see contact details in § 12 below.

"Private Key" and "Public Key": The components of a cryptographic system used for securing digital signatures, where the Private Key is confidential, and the Public Key is publicly accessible.

"Qualified Trust Service Provider": IDnow, a registered trust service provider according to eIDAS.

"Subscriber": A natural or legal person:

If requesting a Certificate for a natural person (e.g. to initiate one or multiple Electronic Signatures) the Subscriber is:

- a) the natural person itself;
- b) a natural person mandated to represent
 - a. another natural person, or
 - b. a legal person, or
 - c. a device or system operated by or on behalf of a natural or legal person.
- c) any entity with which the natural person is associated (such as the company employing the natural person or a non-profit legal person the natural person is member of).

If requesting a Certificate for a legal person (e.g. one or multiple Electronic Seals) the Subscriber is:

- a) any entity as allowed under the governing law (see § 18 below) to represent the legal person; or
- b) a legal representative of a legal person subscribing for its subsidiaries or units or departments.

Therefore, if the Subscriber as laid out above is requesting a Certificate, it depends on the actual situation if the Subscriber is

- e) the User, and/or
- f) the same natural person or entity who reimburses for the requested Certificate, or
- g) a third party (natural or legal person).

"User": The natural or legal person to which the Certificate is issued and who can use the Certificate to proof an Electronic Signature or an Electronic Seal to an Electronic Document.

§ 3 Agreement Formation

This Agreement is established once the Subscriber signs the Application Form and IDnow issues the Certificate. The issuance of Certificates is contingent upon successful authentication checks. Reasons for refusal to issue a Certificate may include: a) Registration errors or false or invalid information; b) Violations of contractual or legal or regulatory obligations c) legal or regulatory requests.

§ 4 User obligations

The User agrees to abide by the terms of this Agreement and to maintain the security of the Private Key and Authentication Credentials. Furthermore, the User is obliged to the following:

- a) providing truthful data in applications submitted in the Application Form;
- b) immediately informing IDnow about any errors, defects, or changes in the Electronic Signature or Electronic Seal;
- c) protecting the Authentication Credentials and other credentials necessary for the use of IDnow services and for Electronic Signature and Seal creation against misuse, loss, disclosure,

- manipulation, or unauthorized use; neither communicating nor disclosing them to third parties and maintaining sole control of them;
- d) not to use of revoked or expired Certificates;
 - e) halting the use of IDnow services as soon as they become aware that the IDnow system has been compromised;
 - f) initiating revocation in the case of a potential or actual security violation (or suspicion of a security violation) regarding their Private Keys;
 - g) using qualified Certificates and the corresponding Private Keys only as given in the limitations stated in the Certificate and in accordance with the aims and restrictions stated in this Agreement, especially, but not limited to, the Application Form, the Certificate Practice Statement (CPS) and Certificate Policy.

In this regard, the User is liable for any breaches and shall indemnify IDnow from any claims arising from such breaches.

§ 5 Certificate Services

5.1 Validity Period: Certificates and Seals are valid beginning with the issuance of the Certificate or Seal until the expiration date specified on the Certificate or Seal itself (also called “**life-time**”). There is no validity of a certificate before and after the validity period as state on the Certificate or Seal.

5.2 Availability: The service is intended to be available 24/7 except of maintenance time.

5.3 Limitations of the Service: A Certificate shall not be used for any Electronic Signature or Seal (i) exposing the User to a risk exceeding the limitation of liability and, (ii) directly or indirectly with actions or omission in connections with anyone on a denied parties list or under sanctions by EU or USA, (ii) the limitations as described in this Agreement, especially, but not limited to, the Application Form and § 4 above.

5.4 Revocation and Suspension: Criteria for the revocation or suspension of Certificates are specified in the CPS and include: a) requests by the Subscriber, the User or an Authorizing Person, b) breaches of contractual or legal obligations, c) compromise or damage to the Private Key of the User, d) requests by (regulatory) authorities, e) discontinuation or suspension of operations by IDnow.

5.5 Retention of data and event logs: The authentication data is stored for a specific time as outlined in the CPS. Before and following termination, necessary User data will be securely stored. Data retention takes place for fifteen (15) years from creation of the Certificate. In case applicable law provides for a longer period, such longer period shall apply. Retained data will be deleted after end of retention period.

5.6 Exclusion of Withdrawal Rights: Due to the personalized and perishable nature of the Electronic Signatures and Electronic Seals, withdrawal rights under Directive 2011/83/EU are not applicable.

5.7 Compliance with applicable law: The certificate service complies with the law applicable to it.

5.8 Information on the trust service: How to verify the Certificate, any possible limitations on the validity period associated with the Certificate, can be found in the CPS.

§ 6 Fees

The service is free of charge for the User under this Agreement.

§ 7 Data privacy “Privacy of personal information”

The processing of personal data by IDnow is in accordance with GDPR and the detailed data protection notice provided during the registration process.

§ 8 Representation and warranties

See section 9.6 Certificate Practice Statement (CPS).

§ 9 Disclaimer of warranties

IDnow disclaims any warranties regarding the installation and operation of the hardware and software used by the User and any third party, the integrity and security of the systems used to manage the Electronic Signatures and Electronic Seals, and any damages resulting from such use. Subcontractors instructed by IDnow to provide services under this Agreement are not deemed to be third parties.

§ 10 Limitation of Liability

IDnow shall only be unlimited liable for damages deliberately or through gross negligence or caused by injury to life, body or health. In all cases of slight negligence, IDnow shall be liable for the foreseeable damage typical for the contract. In all other cases, IDnow is excluded from any liability irrespective of legal grounds. IDnow is specifically not liable for:

- a) any damage resulting from User Private Keys not being kept secret,
- b) any damage caused by the use of- or reliance on a Certificate (i) before or after the validity period or (ii) exceeding the limitations of a Certificate,
- c) any errors in checking Electronic Signatures or Electronic Seals or Certificates on the part of Relying Parties,
- d) the non-performance of its obligations if such non-performance is due to faults or security problems of the Supervisory Body, the Swedish Data Protection Authority, Trusted List or any other public authority, or
- e) Non-performance by Force Majeure, see below.

Force Majeure: Neither Party will be in default for failing to perform any obligation hereunder, to the extent such failure is caused solely by supervening conditions beyond the Parties' respective reasonable control, including without limitation, acts of God, war, civil commotion, strikes, terrorism, fire, flood, earthquake, failure of third party networks or the public Internet, power outages, industry- wide labor disputes or governmental demands or restrictions, including any restrictions imposed in course of a pandemic, denial of service attacks, ransomware or other forms of attacks against the integrity or availability of the technical infrastructure, software or storage used to provide the Service.

§ 12 Individual notices and communication with participants

All communications related to this Agreement must be sent to the designated postal or electronic addresses specified in the Application Form. IDnow Trust Service AB, Box 16285, 103 25 Stockholm, Sweden, Website: www.trust-services.io.

§ 13 Term

The term of this Agreement aligns with the validity period of the issued Certificate. This Agreement shall terminate automatically upon the revocation, suspension, expiration or deletion of the Electronic Signature or Electronic Seal, insolvency proceedings against either party, or breach of Agreement terms by the User.

§ 14 Amendments

IDnow reserves the right to amend these General Terms and Conditions and will notify the User of such changes. Amendments take effect 30 days after notification and apply to all Certificates initiated thereafter. IDnow reserves the right to amend the other documents of the Agreement at any time. Such amended documents shall be valid at the time of publishing in the documents section of IDnow website: <https://www.trust-services.io/documentation-and-certifications/>. Any change of that link will be published by publishing amended General Terms and Conditions without notice to the User.

§ 15 Complaints and Dispute Resolution, Place of Jurisdiction

All disputes between the parties will be settled by negotiations. If the parties fail to reach an amicable agreement, any dispute arising out of or in connection with the Agreement or the service provided under the Agreement shall be submitted to the exclusive jurisdiction of the courts of Munich, Germany. In case

the User is a consumer as defined in § 13 BGB, the User may recourse to the courts at his place of residence. The User can submit its claim or complaint on the following email: info@trust-services.io.

§ 16 Governing Law

The Agreement is governed by the law of the Federal Republic of Germany except for the UN law on the sale of goods and international law. The Convention on the International Sale of Goods (CISG) of 04/11/1980 in its respectively valid version does not apply. In case the User is a consumer as defined by § 13 BGB (see Art. 6 Regulation EC 593/2008) the Agreement shall be governed by the law of the Federal Republic of Germany and the mandatory provisions of the law of the country where the User has his habitual residence.

§ 17 Miscellaneous provisions

In the event that any of the provisions above are not applicable to or binding upon the User as a consumer as defined in § 13 BGB (see Art. 6 Regulation EC 593/2008) the remainder of the Agreement shall remain valid and binding.

IDnow Trust Services AB

Box 16285
103 25 Stockholm
Sweden
info@trust-services.io
www.trust-services.io