

General Terms & Conditions

Digidentity Products

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Article 1 About Digidentity

- [1] Digidentity B.V. is a limited liability company, registered in Trade Register with registration number 27322631, with its registered office at Schenkkade 50, 2595 AR, The Hague, The Netherlands (“Digidentity” in short).
- [2] At Digidentity we deliver products to organisations for identity management, identity proofing (identity document validation and personal data verification), and electronic signatures (“Digidentity Products”). Digidentity is a Qualified Trust Service Provider, as defined in applicable (EU) laws and regulations, for the issuance and management of certificates for qualified and advanced electronic signatures.
- [3] If you have any questions about our Digidentity Products, please visit our website www.digidentity.eu or contact us via:

Reception: +31 (0)887 78 78 78

Service Desk: +44 (0)330 05 83 454

Service Desk e-mail: helpdesk@digidentity.co.uk

Article 2 Definitions

The terms used in this article have the following meanings:

[1] Additional Terms

Additional terms and conditions applicable to certain specific Digidentity Products, which shall apply alongside these Terms.

[2] Agreement

This agreement governs the provision of Digidentity products and is entered into between Digidentity and you, or, where applicable, between Digidentity and your organisation. The (General and/or Additional) Terms, the Privacy Statement, and Certificate Practice Statement, where applicable, form an integral part of the Agreement.

[3] Authentication Data

The data, such as a password, pin code, private key, or data stored or generated within the Digidentity App, which is required to login to the Digidentity Account or to access and use Digidentity Products.

[4] Certificate Practice Statement (CPS)

A certificate practice statement created and structured in accordance with applicable statutory and/or other requirements. The CPS for Digidentity Certificates and the CPS for PKIoverheid certificates are published at <https://cps.digidentity-pki.com>.

[5] Identity Proofing Services Practice Statement (IPSPS)

An Identity Proofing Services Practice Statement describes the identity proofing processes implemented by Digidentity to confirm that a person or organisation is who they claim to be.

[6] Digidentity Wallet (Digidentity App)

The Wallet provided by Digidentity which can be installed and used on your smartphone or similar device, provided that your device meets all applicable requirements.

[7] Digidentity Product

Any products provided by Digidentity for identity management, authentication, verification of identity, or electronic signatures.

[8] Digidentity Account

The account which we create for you after successful registration, which you use to manage your information and Digidentity Products.

[9] In writing

The term 'in writing' refers to any written communication, whether this be on paper or by electronic means.

[10] Materials

Materials refer to any software, hardware, websites, database, designs, models, programs, reports, and other Digidentity Products as well as, the materials utilised by us or the relying party in relation to the Digidentity Products.

[11] Subscription

An Agreement where You pay a recurring fee to Digidentity to use of product(s).

[12] Terms

These General Terms & Conditions.

[13] Trust Service Provider

A Trust Service Provider officially recognised and registered with the relevant (EU) public authorities in the applicable Trusted Lists, such as the Trusted List for the Netherlands, made accessible online by the appropriate authorities (via <https://eid.ec.europa.eu/efda/tl-browser/#/screen/tl/NL/2>).

[14] User

'User', 'you' or 'your' in these Terms & Conditions refers to you as a user of the Digidentity Products.

[15] You

'you' refers to you as a reader of these Terms and/or user of the Digidentity Products on behalf of an organisation. If you read these Terms while acting in a professional capacity for an organisation, the term 'you' may sometimes, where appropriate, also refer to your organisation.

Article 3 Agreement & Terms

[1] These General Terms & Conditions (hereafter also referred to as "Terms") apply to all Digidentity Products provided to you. We make these Terms available to you at the time you enter into an agreement with us, for example, when you create a Digidentity Account on our website and when you purchase any (additional) Digidentity Products.

[2] When you submit an order or complete any registration or ordering process for any of our Digidentity Products, you authorise us to enter into an agreement with you or with the organisation which you may represent (hereafter referred to as "the Agreement"). The Agreement will be concluded when you have received our confirmation such as via e-mail. These Terms will form an integral part of the Agreement. These Terms will also apply in the event you are unable to complete the registration of your Digidentity Account or purchase or use any of our Digidentity Products for any reason.

[3] Digidentity reserves the right to update these Terms at any moment. The updated version shall enter into force on the 30th day following the date they have been available to you, or upon your explicit acceptance, whichever occurs first. Should you object to the amendments, you may inform us in writing of your reasoned objections prior to the date the updated Terms take effect. In such case, we will either:

- [a]** continue to apply the Terms to you without the modification(s) which you have objected to, or
- [b]** terminate the Agreement.

We will inform you of such decision in writing, typically via e-mail.

Article 4 Digidentity Account & Products

- [1] To be able to purchase Digidentity Products you must first register a Digidentity Account. Registration requires completing the registration process and providing the required information and/or documents.
- [2] Once you have submitted the required data and any applicable verifications have been successfully completed, your Digidentity Account will be created, and you will receive a confirmation typically via e-mail.
- [3] Once your Digidentity Account has been created you will be permitted to login to your Digidentity Account via the applicable authentication process. From within your Digidentity Account, you may manage your personal information and purchase, manage, and use Digidentity Products. To prevent misuse of your Digidentity Account and Digidentity Products, it is crucial that you keep your Authentication Data secure and confidential. See Article 17 below.
- [4] Depending on the Digidentity Product you wish to purchase and/or use, you may be required to submit additional information and documents. In general, a higher level or tier of Digidentity Products will require the submission of more information and documents, as well as additional steps or measures to verify their authenticity. We may also provide and apply additional legal terms and conditions ("Additional Terms") to certain (types of) Digidentity Products. Additional Terms prevail over these Terms, but only with respect to the Digidentity Products (or parts thereof) to which the Additional Terms apply.
- [5] As part of certain (other) Digidentity Products, or as stand-alone Digidentity Products, you may purchase Public Key Infrastructure (PKI) certificates from Digidentity. The provision by Digidentity and their use by you and/or your organisation are governed by the applicable Certificate Practice Statement ("CPS") published by Digidentity. The CPS for Digidentity Certificates and the CPS for PKIoverheid certificates are published at <https://cps.digidentity-pki.com>. Each CPS consists of or contains Additional Terms that apply to the provision and use of the respective PKI certificates.
- [6] Failure to provide all required information and documents, or inability to sufficiently verify their authenticity, will prevent Digidentity from confirming your identity or, where applicable, the identity of your organisation. Consequently, Digidentity will be unable to provide the relevant Digidentity Products.
- [7] Upon successful completion of the purchase or registration process, Digidentity will make the relevant Digidentity Product available to you within your Digidentity Account and/or in conjunction with the relevant third-party product or service which the Digidentity Product is designed to interoperate with (see Article 6).
- [8] After Digidentity has made the Product available to you, you cannot lower the product level during the subscription period.
- [9] If the registration process results in no confirmation and/or no verification, the application will be rejected, and the Digidentity Product will not be made available to you.
- [10] Digidentity reserves the sole authority and discretion to reject your application for Digidentity Products if your application indicates a significant risk of fraudulent information or activities.
- [11] Unless we have explicitly specified otherwise in writing, your Digidentity Account, Digidentity Products, and any Agreement you have entered with us are personal to you and may not be transferred or assigned to any other person.
- [12] If you make use of a Digidentity Account and/or (other) Digidentity Products on behalf of an organisation you work for and/or represent, you may be required to submit additional information and documents which Digidentity must verify.
- [13] You represent and warrant that all information and documents submitted to Digidentity are, to the best of your knowledge, accurate, complete and authentic.

Article 5 Personal Data Verification

- [1] In addition to any verification of your personal data and documents carried out during the registration of your Digidentity Account or the purchase of (additional) Digidentity Products, Digidentity may, from time to time, perform renewed verification of such information and documents, as required by applicable law, the characteristics of the relevant Digidentity Products, or other relevant circumstances.
- [2] Depending on the Digidentity Products and the applicable laws and regulations, we may not be able to continue providing the Digidentity Products in the event the information and documents cannot be properly verified or when fraud is detected.

Article 6 Digidentity Subscription Duration & Automatic Renewal

- [1] Digidentity Subscriptions are provided for the period specified during the purchasing or registration process, or as set out in a separate Agreement between your organisation and Digidentity. Where no alternative period is explicitly stated, the Digidentity Products will be provided for a period of twelve (12) months.
- [2] Digidentity will notify you at least sixty (60) days prior to the expiry of your subscription to remind you that your subscription will renew automatically.
- [3] Upon expiration of the subscription period, your subscription shall automatically renew for a term equal to the previous subscription period, unless otherwise specified for the Digidentity Product and/or in a separate agreement.
- [4] If you terminate any Digidentity Products, for example by deleting your Digidentity Account in accordance with Article 10, or if Digidentity Products are otherwise terminated pursuant to these Terms, you shall not be entitled to any refund.

Article 7 Your rights to end your Subscription

- [1] Unless you cancel your Subscription in accordance with Article 8[1] below, your Subscription will automatically renew for the same Subscription period on the anniversary of your purchase and you will be charged on such anniversary through the same payment method provided at the time of the initial purchase of the agreement; or
- [2] You may cancel your Subscription by providing us reasonable notice no later than 30 days before your Subscription renews. When you cancel your Subscription, you will continue to have access to the relevant Product until the end of the subscription period you have paid for. You will not be issued a refund in respect of such cancellation.

Article 8 How to end your Subscription?

- [1] You may cancel your Subscription to the Product by turning off automatic renewal in the Digidentity Wallet or in your account on our website.
- [2] If you have purchased a Subscription using a third party and you wish to cancel your Subscription, you must unsubscribe so through such third party.

Article 9 Third Party Products & Services

- [1] Many Digidentity Products are designed to interoperate with products and services provided by third parties, such as, for example, the website of a tax authority where your identity is verified through Digidentity Products. While Digidentity endeavours to ensure optimal interoperability from our own side, it is important to note that Digidentity has no control over such third-party products and services themselves.
- [2] For example, a third-party website, such as tax authority or any important component thereof becomes unavailable, you may not be able to make use of your Digidentity Product as intended, even if the Digidentity Product itself is fully operational and free of defects. Digidentity is not responsible for any failures of such third-party products and services, nor for the contents of any legal terms and conditions applicable to them.

Article 10 Deactivation & Deletion

- [1] You can deactivate your Digidentity Account at any time from within your Digidentity Account by clicking the link or button stating 'deactivate my account' or a similar phrase. When you confirm this choice, a 30-day deactivation period will apply, during which you will not be able to use any Digidentity Product associated with your Digidentity Account.
- [2] You can reactivate your Digidentity Account and the associated Digidentity Product by logging in within 30 days after deactivation. If you have not reactivated within those 30 days, your Digidentity Account and all personal data will be deleted. Relevant records will be kept for compliance purposes, in accordance with applicable laws and our Privacy Statement (see Article 16).
- [3] You can delete your Digidentity Account from within your Digidentity Account at any time by clicking the link or button stating 'delete my account' or a similar phrase. When you confirm this choice, Digidentity will permanently delete your Digidentity Account and personal data from our systems. Any certificates that have been issued to you will be revoked. Relevant records will be kept for compliance purposes, in accordance with applicable laws and our Privacy Statement (see Article 16).
- [4] You may revoke any PKI certificates which have been assigned to you in the manner specified in the applicable CPS (see also Article 4[5] above).
- [5] Digidentity reserves the right to deactivate any Digidentity Account and revoke any associated PKI certificates with immediate effect if there is reason to believe or suspect that the verification and/or validation provided is no longer correct, or has been faulty, false or fraudulent. The revocation process of PKI certificates will be in accordance with the applicable CPS (see also Article 4[5] above). If you want to continue using a Digidentity Account, you must submit an application for a new account.
- [6] Digidentity has the right to refer any fraudulent or otherwise illegal activity, as well as any activities which reasonably raise suspicion of any such illegal activity, to the relevant authorities.
- [7] Digidentity reserves the right to deactivate any Digidentity Account if it considers communications from a user to Digidentity personnel to be harassing, threatening, or abusive. As far as Digidentity is concerned, this makes it impossible to provide reasonable services in support of applications for a digital identity. Digidentity has the right to report any continuation of abusive, threatening or harassing behaviour to the appropriate authorities.
- [8] Digidentity will delete your account after two years of inactivity (no login, no payment).
- [9] Unless specified otherwise in the purchasing or registration process, signed documents stored on our signing platform are deleted after 14 days. Unsigned or not fully signed documents stored on our signing platform are deleted after 30 days.

Article 11 Invoicing & Payment

- [1] Invoicing and payment terms are applicable to Products purchased directly from Digidentity.
- [2] Unless other arrangements are made, the person requesting the product is responsible for payment of the Product.
- [3] Unless other payment arrangements are made, you must pay the amount due during the registration process.
- [4] Digidentity will activate your Product after payment is received, and the registration is completed.
- [5] You hereby consent, on your own behalf and, where applicable, on behalf of your organisation, to the receipt of all invoices electronically, including, without limitation, by e-mail.
- [6] Unless another payment period is specified by Digidentity (during the purchasing process, on the invoice, a proposal for your organisation, or otherwise) the payment period for each invoice is 14 days from the date of the invoice.
- [7] In the event an invoice is not paid within the applicable payment term you, or your organisation where applicable, shall automatically be in default without the need for any notice or warning.
- [8] When in default, in addition to the amounts and the statutory interest due, you (or your organisation, where applicable) will be obliged to reimburse all extrajudicial and judicial costs, including the costs of lawyers, legal advisors, bailiffs and collection agencies.
- [9] When in default, Digidentity has the right to suspend its performance and the delivery of any Digidentity Products.
- [10] Any amounts due to Digidentity are payable immediately if you or your organisation, where applicable file for bankruptcy or are declared bankrupt, or if your business is dissolved or terminated.
- [11] Digidentity has the right to adjust its prices based on inflation, increase in costs, or other market circumstances. The current prices for additional or new Digidentity Products you may wish to purchase are stated in the purchasing process or any separate offer or proposal provided to your organisation, where applicable.
- [12] Digidentity does not refund any Subscription fees when a subscription is cancelled for the remaining Subscription period.
- [13] Digidentity may refund a payment when a purchase has not been fully completed, however an administrative fee may be charged for costs incurred during the verification process.

Article 12 Important Obligations for Digidentity

- [1] For ease of reference, this section provides an overview and/or summary of important obligations for Digidentity. This overview is non-exhaustive and without prejudice to other (important) obligations in other clauses.
- [2] If we have received a request from you to create a Digidentity Account or to purchase certain (additional) Digidentity Products, we will give you confirmation if we are able to provide these to you, in accordance with Article 4[2].
- [3] Following confirmation, we will provide the Digidentity Account and any (additional) Digidentity Products purchased by you, in accordance with the Agreement.
- [4] Digidentity shall use all commercially reasonable efforts to ensure that the Digidentity Products and any related documentation are continuously available and provide maximum value and utility to you, in accordance with Article 19[1].

- [5] We perform regular maintenance to the Digidentity Products to improve functionalities, correct errors, and enhance security. Maintenance that may result in downtime will, to the extent reasonably possible, be scheduled during periods estimated to have minimal impact, such as outside of standard business hours.
- [6] We perform (re)validation and (re)verification of documents and information in accordance with Article 4 and Article 5, as well as any applicable laws and regulations.

Article 13 Important Obligations for You

- [1] For ease of reference, this section provides an overview and/or summary of important obligations for you. This overview is non-exhaustive and without prejudice to other (important) obligations in other clauses.
- [2] You must pay the applicable sums to purchase and use the Digidentity Products, in accordance with Article 11.
- [3] You must keep your personal data within your Digidentity Account data up to date.
- [4] You must keep any passwords and/or PIN codes for the Digidentity Products secret and take reasonable measures and precautions to keep your Authentication Data secure, in accordance with Article 17 .
- [5] You must immediately take appropriate action when you become aware that your Authentication Data has been compromised, in accordance with Article 17[2].
- [6] You must not use the Digidentity Products in any way as described in Article 14 below.
- [7] You must purchase a renewal if you wish to continue using the Digidentity Products after the date on which your right to use these has expired.
- [8] You, or your organisation where applicable, are responsible for the accuracy and completeness of all data submitted during registration. If at the time of (re-)identification, you have concealed your real identity or falsely declared to be somebody else (including the use of false documents or false selfies or the identity), or otherwise act in a manner that compromises the identification process, you shall be liable for all damages caused to Digidentity and/or third parties as a result of the inaccurate or misleading information.
- [9] Your Digidentity account is strictly personal, and you guarantee that the account is not shared with third parties or transferred to a third party. Upon detection of an account sharing or transfer to a third party, Digidentity will suspend the account.

Article 14 Limitations of Use

- [1] It is forbidden to use the Digidentity Products, the website, or any other materials, goods, products or services provided by Digidentity in any way that:
 - [a] violates, or has the purpose to violate, any applicable laws and regulations and/or rights of third parties.
 - [b] causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website, Digidentity Products or associated materials.
 - [c] involves any robot, spider, crawler, or similar (automated) means, which may jeopardize performance, availability, or accessibility, or may be used for unauthorised copying or distribution.
 - [d] exceeds any right of use which has been explicitly granted by or on behalf of Digidentity, in particular any unauthorised copying, publishing, distributing or selling of any content of the website, Digidentity Products, or other materials of Digidentity.
- [2] You (or your organisation, where applicable) shall indemnify and hold Digidentity harmless from and against any damages, claims or other negative consequences which may arise as a result of your breach of Article 14.

- [3] The Digidentity Wallet (Digidentity-app) does not work on all mobile phones. Mobile phone model, operating system versions, secure environment quality and other criteria are relevant for support of our Wallet.
- [4] Digidentity server certificates support one (1) domain name (FQDN) and a maximum of ten (10) server names per certificate to limit the risks associated with a large number of DNS names in one certificate.

Article 15 Rights of Ownership & Intellectual Property

- [1] Any intellectual property rights in or to the Digidentity Products or any element thereof, shall remain the exclusive property of Digidentity or its licensor(s). No such rights will be transferred or assigned to you.
- [2] If you have successfully purchased any Digidentity Product, you will solely be granted the (non-exclusive) right to use the Digidentity Service in accordance with the applicable (Additional) Terms. Your usage rights are strictly personal and cannot be transferred to any other person.
- [3] It is forbidden to use (part of) the Digidentity Products, data or associated materials in any way that would result in the violation of intellectual property rights of Digidentity, or its licensors or suppliers.
- [4] Digidentity reserves the right to take all necessary technical, organisational, and other types of measures to protect its own, its licensors' or suppliers' intellectual property rights. It is forbidden to remove or avoid any such measures.

Article 16 Personal Data & Privacy

- [1] At Digidentity we respect your privacy and we are committed to protecting your personal data. Digidentity acts as the data controller for the personal data you provide. Information regarding the collection, process and protect your personal data, in our Privacy Statement which you have read.
- [2] Our Privacy Statement is available at <https://www.digidentity.eu/en/documentation/>

Article 17 Confidentiality & Security

- [1] You are required to keep your Authentication Data including, without limitation, passwords and pin codes) secure and confidential at all times, in order to prevent unauthorised use of your Digidentity products by a third party. This is particularly important if you use Digidentity Products to identify yourself with third parties who provide important services to you, such as your tax authority. You must take all reasonable measures and precautions to keep your Authentication Data on your phone or other device with your Digidentity Wallet (Digidentity App) secure, including, without limitation:
 - [a] Locking your device with appropriate access controls, such as a password (with sufficient length and complexity) and/or biometric access controls such as fingerprint or face scan.
 - [b] Enabling security settings or controls provided in the operating system of your device and not performing any actions such as 'jailbreaking' or 'rooting' the device.
 - [c] Installing security updates for the operating system and other software on your device (e.g. browser software) as soon as possible when they become available.
 - [d] Not permitting another person to use your device in such a way that this person may use the Digidentity Wallet in your name or obtain access to the Authentication Data.
- [2] In the event you become aware or strongly suspect that any of your Authentication Data has been compromised, you must immediately take appropriate action, which may include, without limitation: resetting your password using a provided recovery option, revoking any affected certificates, and/or contacting Digidentity for assistance.

- [3] We at Digidentity have implemented appropriate technical and organisational security measures to protect your Authentication Data and other important (personal) information against accidental loss and unauthorized access, modification or disclosure. These measures are further described in our Privacy Statement (see Article 16).

Article 18 Liability

- [1] Digidentity shall be solely liable to compensate you, or your organisation where applicable, for damage or loss directly resulting from Digidentity's attributable breach of its obligations. Digidentity's liability shall at all times be limited to the total sum of remuneration received by Digidentity during the twelve (12) months before the event causing the damage, for the specific Digidentity Products which have caused the damage.
- [2] Digidentity shall not be liable for indirect or consequential damage, loss of profits, loss of cost reductions, non-material damage, loss of performance and any type of damage other than direct damage as described in Article 18[1] above.
- [3] Under no circumstances shall you hold Digidentity liable for any damages arising from:
- [a] Your unauthorised or improper use of the data, the Digidentity Products and/or related materials.
 - [b] Providing incorrect and/or incomplete data, or not providing data to Digidentity in a timely manner.
 - [c] Losing your own data.
 - [d] Your failure to abide by any obligations provided in the applicable (Additional) Terms or CPS.
 - [e] Unavailability or faults in products, services, or materials you have chosen to use with or for the Digidentity Products, including, without limitation, your Internet connection, your smartphone, tablet, PC, or other device, operating system, browser, and e-mail application.
 - [f] Unavailability or faults in products or materials of third parties.
 - [g] Sharing your password or PIN code with any other person.
 - [h] Force majeure of Digidentity, as described in Article 20.
- [4] You must bring any claim for damages against Digidentity without unreasonable or unnecessary delay upon becoming aware of the damage and in any event within two (2) years after the damage has occurred.
- [5] Nothing in these General Terms & Conditions excludes or limits our liability in respect of damage which was caused intentionally or by wilful recklessness.

Article 19 Warranties

- [1] We at Digidentity use all efforts we deem commercially reasonable to ensure that the Digidentity Products are continuously available to you, free from faults or interruptions, and to make the Digidentity Products as valuable and as useful as possible for you. You acknowledge and agree, however, that we may not be able to prevent any unavailability or fault in the Digidentity Products. Except to the extent explicitly provided by Digidentity in writing, Digidentity does not promise or warrant 100% availability of any Digidentity Products (nor any other specific percentage).
- [2] As Digidentity does not control third-party products or services with which the Digidentity Products are designed to interoperate, Digidentity cannot guarantee that such interoperation will always function correctly or be free from faults. See also. See also Article 9 and Article 20.
- [3] If we provide you with any legal warranties, we only do so explicitly and in writing. Any implied warranties, including merchantability and fitness for a particular purpose, are explicitly disclaimed to the extent permitted under applicable law.

Article 20 Force Majeure

[1] Digidentity shall not be held responsible for any failure or delay in performing its obligations under the Agreement, if such failure or delay is caused by an event or circumstance beyond its reasonable control, including, without limitation, the following:

- [a] Faults or errors in or caused by equipment or material of users.
- [b] Faults or errors in or caused by third party products and services (see Article 9).
- [c] Requirements under applicable law, government action, prohibition, embargo or boycott.
- [d] Power cuts, power outages, or other interruptions of electricity.
- [e] Improper functioning of internet, computer and or telecommunication resources.
- [f] Extreme weather conditions, flooding, earthquake or other natural or weather-related causes.
- [g] Strike, riots or civil unrest.
- [h] Fire or explosion.
- [i] War, uprising or overt military hostilities.
- [j] Large-scale epidemic or pandemic.
- [k] General problems of transportation.
- [l] Terrorism.
- [m] Failure of suppliers caused by force majeure.

Digidentity have implemented a business continuity plan and disaster recovery plan and taken measures to minimise the risk of any interruption to Digidentity Products.

Article 21 Applicable Laws

[1] The Agreement is governed by the laws of the Netherlands. Any provisions within these laws that may lead to the applicability of any other legal system or laws will not be applied.

Article 22 Complaints

[1] Digidentity has a complaints procedure available, which can be viewed on our website:

<https://www.digidentity.eu/en/documentation/>

[2] Any dispute that a user and Digidentity cannot settle amicably will be brought before the competent court of the place where Digidentity have its statutory seat (The Hague). If mandatory Dutch or European law provisions determine that another court is also competent, then the case may also be brought before this court. If mandatory Dutch or European law provisions determine that another court has exclusive competence, then the case may only be brought before that court.

Article 23 Concluding Provision

[1] If any provision of these Terms and/or any Additional Terms is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. In such case, Digidentity shall amend the invalid provision in a manner that preserves its original purpose and intent as closely as possible.

Note: All changes in this document from the previous version are highlighted in grey.