

General Terms & Conditions

Digidentity Services

Title	General Terms & Conditions – Digidentity Services
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1. About Digidentity

- [a] We are Digidentity B.V, a limited liability company registered in The Netherlands, with company number 27322631, located at Waldorpstraat 13-F, 2521 CA, The Hague, The Netherlands (“Digidentity” in short).
- [b] At Digidentity we deliver products and services for identity management, verification of identity, and electronic signatures (“Digidentity Services”). 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.
- [c] If you have any questions about our Digidentity Services, you can 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 email: helpdesk@digidentity.co.uk

2. Agreement & Terms

- [a] These General Terms & Conditions (hereafter also: “Terms”) apply to all Digidentity Services which we may provide to you. We make these Terms available to you whenever you are about to enter into an agreement with us about our Digidentity Services. This occurs, for example, when you create a Digidentity Account on our website and when you purchase any (additional) Digidentity Services.
- [b] When you submit any order or finalise any registration or ordering process for any of our Digidentity Services, you request us to enter into an agreement with you or with the organisation which you may represent (hereafter also: “the Agreement”). The Agreement will be concluded when you have received our confirmation thereof, for example via e-mail. These Terms will form an integral part of the Agreement. These Terms will also apply in the event you are not able finalise the registration of your Digidentity Account or purchase or use any of our Digidentity Services for any reason.
- [c] Digidentity reserves the right to update these Terms at any moment. The updated version will enter into force on the 30th day from the moment we have made the modified version available to you, or on the moment on which you have explicitly accepted these. If you do not wish to accept the updated version, you may inform us of your reasoned objections in writing, until the day the updated version will enter into force. In that event 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, normally via e-mail.

3. Digidentity Account & Services

- [a] To be able to purchase Digidentity Services you must first register a Digidentity Account. To register a Digidentity Account you must complete the registration process and submit the required information and/or documents.
- [b] Once you have submitted the required data and any applicable verifications have been completed successfully, your Digidentity Account will be created, and you will receive a notification to confirm this (normally via e-mail).
- [c] 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 have the option to manage information about yourself and to purchase, manage, and use Digidentity Services. In order to prevent abuse of your Digidentity Account and Digidentity Services, it is crucial that you keep your Authentication Data secure and confidential. See also section 14 below.
- [d] Depending on the (type of) Digidentity Service 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 Services will typically also require more information and documents to be submitted, 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 Services. Additional Terms prevail over these Terms, but only with respect to the Digidentity Services (or parts thereof) to which the Additional Terms apply.
- [e] As part of certain (other) Digidentity Services, or as stand-alone Digidentity Services, you may purchase Public Key Infrastructure (PKI) certificates from Digidentity. The provision by Digidentity and the use by you and/or your organisation of PKI certificates is subject to 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 which apply to the provision and use of the relevant PKI certificates.
- [f] If you do not supply all of the required information and documents or their authenticity cannot be sufficiently verified, we will not be able to sufficiently confirm your identity, or, where applicable, your organisation, and we will be unable to provide you with the Digidentity Service you require.
- [g] If the purchase or registration process has been completed successfully, Digidentity will make the Digidentity Service available to you within your Digidentity Account and/or in conjunction with the relevant third-party product or service which the Digidentity Service is designed to interoperate with (see also section 5 below).
- [h] If the registration process results in no confirmation and/or no verification, the application will be rejected, and the Digidentity Service or product will not be made available to you.
- [i] Digidentity has the sole authority and discretion to reject your application for Digidentity Services in the event your application shows a significant risk of fraudulent information or activities.
- [j] Unless we have explicitly specified otherwise in writing, your Digidentity Account, Digidentity Services, and any Agreement you have entered into with us are personal to you and may not be transferred or assigned to any other person.

- [k] If you make use of a Digidentity Account and/or (other) Digidentity Services on behalf of an organisation you work for and/or represent, you may be required to submit additional information and documents which we will need to verify.
- [l] You represent and warrant that all information and documents which you may submit to us, are accurate and authentic to the best of your knowledge.

4. Personal Data Verification

- [a] In addition to any verification of your information and documents which we may perform during the process of registering your Digidentity Account and the process of purchasing (additional) Digidentity Services, we may from time to time perform verification of your information and documents again, as this may be required by applicable law, depending on the applicable Digidentity Services, as well as other relevant circumstances.
- [b] Depending on the Digidentity Services and the applicable laws and regulations, we may not be able to continue providing the Digidentity Services in the event the information and documents cannot be properly verified.

5. Digidentity Service Duration & Renewal

- [a] Digidentity Services are provided for the period specified in the purchasing or registration process, or the separate Agreement entered into by your organisation and Digidentity. If no (alternative) period is explicitly provided therein, the Digidentity Services will be provided for a period of twelve (12) months.
- [b] Unless specified otherwise in the purchasing or registration process, signed documents stored in eSGN are deleted after 14 days. Unsigned documents stored in eSGN are deleted after 30 days.
- [c] After expiration of the specified period, you are required to purchase a renewal period, or continue using the Digidentity Service, unless specified otherwise for the particular Digidentity Service and/or in the separate Agreement.
- [d] If you terminate any Digidentity Services, for example if you delete your Digidentity Account in accordance with section 7 below, or if Digidentity Services are otherwise terminated in accordance with these Terms, you will not be entitled to any refund.

6. Third Party Products & Services

- [a] Many if not most of our Digidentity Services are designed to interoperate with products and services from other parties, such as, for example, the website of a tax authority where your identity is verified through Digidentity Services. It is important to understand that although we at Digidentity always endeavour to ensure optimal interoperability from our own side, Digidentity has no control over such third-party products and services themselves.

For example, if the website of the tax authority or any important component thereof is unavailable, you may not be able to make use of your Digidentity Service as intended, even if the Digidentity Service itself is fully operational without any fault of Digidentity.

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.

7. Deactivation & Deletion

- [a] 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 Services associated with your Digidentity Account.
- [b] You can reactivate your Digidentity Account and the associated Digidentity Services 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 section 13 below).
- [c] 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 section 13 below).
- [d] You may revoke any PKI certificates which have been assigned to you in the manner specified in the applicable CPS (see also clause 0[e] above).
- [e] 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 clause 0[e] above). If you want to continue using a Digidentity Account, you will need to apply for a new one.
- [f] 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.

[g] 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. Invoicing & Payment

- [a] Invoicing and payment terms are applicable to services purchased directly from Digidentity.
- [b] You agree (on behalf of your organisation, where applicable) to receive any invoices electronically, for example via e-mail.
- [c] 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.
- [d] In the event an invoice is not paid within the applicable payment term, you (or your organisation, where applicable) will immediately be in default, without any warning or notice of default being required.
- [e] 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. In addition, Digidentity will have the right to suspend its performance and the delivery of any Digidentity Services.
- [f] 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.
- [g] 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 Services you may wish to purchase are stated in the purchasing process or any separate offer or proposal provided to your organisation, where applicable.

9. Important Obligations for Digidentity

- [a] 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.
- [b] If we have received a request from you to create a Digidentity Account or to purchase certain (additional) Digidentity Services, we will give you confirmation if we are able to provide these to you, in accordance with clause 0[b].
- [c] Following confirmation, we will provide the Digidentity Account and any (additional) Digidentity Services purchased by you, in accordance with the Agreement.

- [d] We make all efforts we deem commercially reasonable to make the Digidentity Services and any related documentation continuously available and as valuable and useful as possible for you, in accordance with clause 16[a].
- [e] We perform regular maintenance to the Digidentity Services to improve functionalities, correct errors, and increase security. We aim to carry out any maintenance which may result in downtime of Digidentity Services during periods where we estimate the impact to be lower, e.g. outside of office hours.
- [f] We perform (re)verification of documents and information in accordance with section 0 and 4 above, as well as any applicable laws and regulations.

10. Important Obligations for You

- [a] 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.
- [b] You must pay the applicable sums to purchase and use the Digidentity Services, in accordance with section 8 above.
- [c] You must keep your personal data within your Digidentity Account data up-to-date.
- [d] You must keep any passwords and/or PIN codes for the Digidentity Services secret and take reasonable measures and precautions to keep your Authentication Data secure, in accordance with section 14 below.
- [e] You must immediately take appropriate action when you become aware that your Authentication Data has been compromised, in accordance with clause 14[b] below.
- [f] You must not use the Digidentity Services in any way as described in clause 11 below.
- [g] You must purchase a renewal if you wish to continue using the Digidentity Services after the date on which your right to use these has expired.

11. Limitations of Use

- [a] It is forbidden to use the Digidentity Services, the website, or any other materials, goods, products or services provided by Digidentity in any way that:
 - i. violates, or has the purpose to violate, any applicable laws and regulations and/or rights of third parties;
 - ii. causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website, Digidentity Services or associated materials;
 - iii. involves any robot, spider, crawler, or similar (automated) means, which may jeopardize performance, availability, or accessibility, or may be used for unauthorized copying or distribution;
 - iv. exceeds any right of use which has been explicitly granted by or on behalf of Digidentity, in particular any unauthorized copying, publishing, distributing or selling of any content of the website, Digidentity Services, or other materials of Digidentity.

- [b] You (or your organisation, where applicable) shall indemnify and hold Digidentity harmless against any damages, claims or other negative consequences which may arise as a result of your breach of this clause 11.

12. Rights of Ownership & Intellectual Property

- [a] Any intellectual property rights in or to the Digidentity Services or any element thereof will remain the property of Digidentity or its licensor(s). No such rights will be transferred or assigned to you.
- [b] If you have successfully purchased any Digidentity Service, 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.
- [c] It is forbidden to use (part of) the Digidentity Services, data or associated materials in any way that would result in the violation of intellectual property rights of Digidentity, or its licensors or suppliers.
- [d] 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.

13. Personal Data & Privacy

- [a] At Digidentity we respect your privacy and we are committed to protecting your personal data. We provide you with information about how we collect, process and protect your personal data, in our Privacy Statement. Our Privacy Statement is accessible via <https://www.digidentity.eu/assets/files/terms/PrivacyStatement.pdf>.

14. Confidentiality & Security

- [a] You are required to keep your Authentication Data (including in particular any passwords and PIN codes) secure and confidential at all times, in order to prevent unauthorized parties from using your Digidentity Services in your name. This is particularly important if you use Digidentity Services 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 App secure, including, without limitation:
- i. 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 iris scanning);
 - ii. Not disabling security settings or controls provided in the operating system of your device, and not performing any actions such as 'jailbreaking' or 'rooting' the device;
 - iii. 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;

- iv. Not permitting another person to use your device in such a way that this person may use the Digidentity App in your name or obtain access to the Authentication Data.
- [b] 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 PKI certificates, and/or contacting Digidentity for assistance.
- [c] 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 section 13 above).

15. Liability

- [a] Digidentity shall solely be liable to compensate damage or loss suffered by you (or your organisation, where applicable) as a direct result of Digidentity's imputable 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 Services which have caused the damage.
- [b] Digidentity shall not be liable for indirect or consequential damage, loss of profits, loss of cost reductions, non-material damage, and any type of damage other than direct damage as described in clause [a] above.
- [c] You can never hold Digidentity liable to compensate you in respect of any damage resulting from:
 - i. Your unauthorised or improper use of the data, the Digidentity Services and/or related materials;
 - ii. Providing incorrect and/or incomplete data, or not providing data to Digidentity in a timely manner;
 - iii. Losing your own data;
 - iv. Your failure to abide by any obligations provided in the applicable (Additional) Terms or CPS.
 - v. Unavailability or faults in products, services, or materials you have chosen to use with or for the Digidentity Services, including, without limitation, your Internet connection, your smartphone, tablet, PC, or other device, operating system, browser, and e-mail application;
 - vi. Unavailability or faults in products, services, or materials of third parties;
 - vii. Sharing your password or PIN code with any other person;
 - viii. Force majeure of Digidentity, as described in section 17.
- [d] 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.
- [e] Nothing in these Terms & Conditions excludes or limits our liability in respect of damage which was caused intentionally or by wilful recklessness.

16. Warranties

- [a] We at Digidentity make all efforts we deem commercially reasonable to make the Digidentity Services available for you continuously, without faults or interruptions, and to make the Digidentity Services as valuable and as useful as possible for you. You understand and agree, however, that we may not be able to prevent any unavailability or fault in the Digidentity Services. Except to the extent explicitly provided by Digidentity in writing, Digidentity does not promise or warrant 100% availability of any Digidentity Services (nor any other specific percentage).
- [b] Because we at Digidentity do not have control over any third-party products or services which the Digidentity Services are designed to interoperate with, we cannot guarantee that such interoperation will always work or work without faults. See also section 0 above and section 17 below.
- [c] 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.

17. Force Majeure

- [a] Digidentity is not responsible for any failure to perform its obligations under the Agreement, if it is prevented or delayed in performing those obligations by an event or circumstance which is beyond its reasonable control, which includes, without limitation, the following events and/or circumstances:
- i. Faults or errors in or caused by equipment or material of users;
 - ii. Faults or errors in or caused by third party products and services (see section 0);
 - iii. Requirements under applicable law, government action, prohibition, embargo or boycott;
 - iv. Power cuts, power outages, or other interruptions of electricity;
 - v. Improper functioning of internet, computer and or telecommunication resources;
 - vi. Extreme weather conditions, flooding, earthquake or other natural or weather-related causes;
 - vii. Strike, riots or civil unrest;
 - viii. Fire or explosion;
 - ix. War, uprising or overt military hostilities;
 - x. Large-scale epidemic or pandemic;
 - xi. General problems of transportation;
 - xii. Terrorism;
 - xiii. 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 Services.

18. Applicable Laws

- [a] 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.

19. Complaints

- [a] Digidentity has a complaints procedure available, which can be viewed via this link: <https://www.digidentity.eu/complaintsprocedure.pdf>
- [b] 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.

20. Concluding Provision

- [a] Should any provision of the Terms and/or any Additional Terms be declared invalid or void, this shall not affect the validity of any of the other provisions included in the Terms. In such case Digidentity will amend the Terms with the aim to achieve the same object and purpose served by the provision declared invalid.

Definitions

The following words have the following meaning:

* **Additional Terms**

Terms and conditions which apply to certain specific Digidentity Services, in addition to these Terms.

* **Agreement**

The agreement concerning Digidentity Services, entered into between Digidentity and you or, where applicable, 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.

* **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 Services.

* **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 PKloverheid certificates are published at <https://cps.digidentity-pki.com>.

* **Digidentity App**

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

* **Digidentity Services**

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

* **Digidentity Account**

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

* **In writing**

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

* **Materials**

Materials refer to any software, hardware, websites, database, designs, models, programs, reports, and other Digidentity Services and materials we or the relying party have put to use in relation to the Digidentity Services.

* **Terms**

These General Terms & Conditions.

* **Trust Service Provider**

A trust service provider officially recognised and registered with the relevant (EU) public authorities in so-called Trusted Lists, such as the Trusted List for the Netherlands, made accessible online by the appropriate authorities (via <https://webgate.ec.europa.eu/tl-browser/#/tl/NL>).

* **User**

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

* **You**

'you' refers to you as a reader of these Terms and/or user of the Digidentity Services. 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.