

# Terms and Conditions

For ordering Expisoft e-identifications

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# 1 Generally

Expisoft AB, hereinafter referred to as the Issuer, issues certificates and e-identifications of the type e-service identifications as well as server and stamp identifications to companies, authorities and other organizations.

E-service identifications are used for electronic identification of the holder of companies, authorities and other organizations and to show affiliation to the specified organization.

E-service identifications can also be used by the holder for encryption and signing of electronic transactions on behalf of their organization.

E service identifications and the associated certificates are either stored on a smart card (hard certificates) or they are downloaded and stored in a computer or other data carrier (soft certificates).

Server and stamp identifications are used to identify the organization electronically and exchange information securely.

E-service identifications as well as server and stamp identifications are issued in accordance with Verva's procured framework agreement "6678/04".

The issuance of these e-identifications is described in Expisoft's certificate policy and Expisoft's issuer declaration for e-identifications.

These general terms and conditions, together with the printed and signed order form, constitute an agreement between Expisoft and the Ordering Organization for the issuance of an e-identification on behalf of the Customer.

The agreement only applies to the e-identification (s) stated on the order form.

When ordering additional e-identifications or when renewing previously issued e-identifications, a new order must be made, and a new agreement reached.

In the event of a conflict between the terms of the agreement, the order form, the General Terms and Conditions and the CA Policy / Issuer Declaration shall apply in the order now listed.

These General Terms and Conditions and the current CA Policy and Issuer Declaration are published on Expisoft's website <http://eid.expisoft.se>

These terms only regulate the relationship between Expisoft and the ordering organization. Balances between the e-identification holder and the person who accepts electronic identification or accepts digital signatures made with the help of the e-identification, are regulated by the agreements or arrangements made between these parties.

## 2 The responsibility of the Ordering Organization

The Ordering Organization (the “Customer”) is responsible for ensuring that information provided in connection with ordering an e-identification is correct and that the authorized signatory (or proxy holder) signs the order.

The customer may use the issued e-identification for his own use and is responsible for ensuring that the use of the e-identification does not:

- Causes damage or other inconvenience to Expisoft or third parties
- Violates Expisoft's or third party's copyright or other intellectual property rights
- Contrary to law or government regulations or government decisions.

Regardless of whether the order for the e-identification is made by the Ordering Organization itself or via an agent authorized for it, the Ordering Organization and the user (holder) are responsible for the e-identification not being used incorrectly and that no unauthorized use of the e-identification takes place.

The Customer, or his agent, shall immediately request that Expisoft block the Customer's e-identification if the Customer has lost his e-identification or if it can be suspected that someone else has gained access to the Customer's e-identification or knowledge of the e-identification security codes.

The Customer, or his agent, must also request that Expisoft block the Customer's identification if any of the information or circumstances contained in the identification has changed, e.g. change of company name, organization number, address, holder's name, employment relationship or other information.

In the event of an error or deficiency in the issued e-identification, the Customer must immediately complain to Expisoft. If there is an error or defect covered by Expisoft's liability to the Customer, Expisoft shall issue a new e-identification at no cost to the Customer.

### *Use of agents*

If the Ordering Organization wishes to appoint an agent to order e-identification on behalf of the organization, the Ordering Organization shall ensure that the authorized signatory signs a special power of attorney for this purpose which is sent to Expisoft before orders are made.

When using an agent when ordering the organization's e-identifications, the Ordering Organization must ensure that:

- The Agent orders e-identifications in accordance with requirements and instructions specified in Expisoft's Certificate Policy and issuer declaration.
- The Agent blocks e-identifications in accordance with regulations specified in Expisoft's Certificate Policy and issuer declaration.
- If the Agent and the Responsible Recipient are the same person, that the Agent also fulfils the conditions specified for the Responsible Recipient below.

### *Responsible Recipient*

The Ordering Organization shall ensure that the Responsible Recipient:

- Provides an e-identification according to the requirements and instructions stated in Expisoft's Certificate Policy and issuer declaration.

- Ensures that the e-identification holder acknowledges receipt of the letter containing activation data for e-identification on a document filed with the Responsible Recipient.

### ***The responsibility of the e-identification holder (user)***

An e-identification is to be regarded as a document of value and the Ordering Organization is responsible for the User (the e-identification holder):

- Stores the e-identification and associated security codes such as password / PIN etc. in a reassuring way so that unauthorized persons cannot take part in them.
- Selects security codes that are not easy to guess or figure out.
- Does not disclose security codes to the e-identification to any other person.
- Do not record the security codes in a way or place that allows them to be linked to the User's e-identification.
- Never store security codes with the e-identification.
- Never leave an activated e-identification unattended when it is open for use.
- Blocks the e-identification immediately in case of suspicion that it has come into full or part unauthorized possession.
- In case of suspicion of errors or deficiencies in the e-identification, Expisoft notifies this immediately..

### ***Damage***

The Ordering Organization is liable to Expisoft and third parties for damage that has occurred:

- Through error or negligence on the part of the Customer.
- Due to errors or deficiencies in the information provided by the Customer to Expisoft.
- Due to faults or deficiencies in the Customer's communication equipment, software that the Customer has on his computer equipment or access that the Customer uses.
- By interfering with or manipulating issued e-identification
- Due to Customer's criminal proceedings.

## **3 Prices and payment terms**

- The current price list for e-identifications is stated on the Website.
- Payment for produced and delivered e-identification must be made no later than 30 days after the invoice date.
- Prices for e-identifications stated on the Website are stated excluding VAT and other taxes.

## 4 Expisoft's responsibility

Expisoft is responsible for issuing and delivering e-identifications to the person or persons specified in the order form based on the Customer Information provided.

Prior to the production of ordered e-identifications, Expisoft, or its subcontractor, performs the necessary checks on submitted information in accordance with the requirements and instructions described in Expisoft's Certificate Policy and issuer declaration regarding the Ordering Organization and its representatives.

Expisoft may, when deemed necessary, choose to hire subcontractors to fulfill its obligations to the Customer. In these cases, Expisoft is responsible for the subcontractor's work as well as for its own work.

Expisoft is responsible for providing support for the use of e-identifications in the services provided by Expisoft.

Expisoft is responsible for blocking the Customer's e-identification when the Customer or his representative so requests, see item 5 Blocking of the e-identification.

### *Limitation of liability*

Expisoft is not obliged to compensate for damage caused by the Issuer blocking an e-identification on incorrect grounds, provided that Expisoft had reason to believe that there were reasonable grounds for blocking the e-identification at the time of the blocking.

Expisoft is not responsible for damage that arises because of the e-identification containing incorrect information that the Customer has entered or confirmed in connection with ordering the e-identification. Expisoft is also not responsible for any damage that has arisen due to the Customer not notifying the change of information in accordance with clause 2.

Damage that has arisen in other cases shall not be compensated by Expisoft, if Expisoft has acted with normal care. Expisoft is not liable in any case for indirect damage.

Expisoft shall not be liable for damage due to technical errors that prevent the use of an e-identification or due to interruptions or other disruption in the automatic data processing, data transmission, telecommunications, other electronic communication, electricity supply or Swedish or foreign legislation, Swedish or foreign government action or decision, war event, strike, blockade, boycott, lockout or other similar circumstance that is beyond Expisoft's control.

Expisoft provides a web-based ordering and blocking service that is available around the clock for Customers and trusted parties. Expisoft may temporarily need to restrict the availability of this blocking and ordering service due to expansion, maintenance / operational reasons or if in Expisoft's assessment it is necessary to prevent damage to Expisoft or others.

In such a case, Expisoft shall try to minimize the interruption time to a minimum and take the measures required for the Customer to be caused the least possible inconvenience.

Expisoft's responsibility due to errors or deficiencies attributable to an e-identification and which is due to Expisoft, is to produce a new e-identification to the Customer within a reasonable time.

The above constitutes Expisoft's only sanction due to error or lack of an e-identification, i.e. the Ordering Organization has no right to make further claims against Expisoft.

## 5 Blocking of e-identification

Expisoft provides a blocking service where the Customer can block their e-identification. Requests for barriers are made on telephone 020-120 00 44 within Sweden and +46 8 123 502 80 outside Sweden and by contacting support at the address: [certifikat@expisoft.se](mailto:certifikat@expisoft.se).

If the Customer or his representative requests that the Customer's e-identification be blocked, Expisoft shall, as soon as possible after receiving such a request, block the Customer's e-identification.

Expisoft may on its own initiative block Customer's e-identification if the Customer violates any condition of this Agreement or if Expisoft becomes aware of, or suspects, that:

- Information in the Customer's e-identification is incorrect or incomplete
- The private key that belongs to the Customer's e-identification has been revealed
- The customer or another has misused the e-identification

Expisoft has the right to block the Customer's e-identification if such an obligation for Expisoft follows from a law or official regulation or official decision.

Blocking the Customer's e-identification means that the e-identification can no longer be used. Information that the e-identification has been blocked is stated in Expisoft's blocking service provided to companies, authorities and reliable parties. The lock cannot be lifted, but the Customer can apply for a new e-identification after the lock.

After the Customer's e-identification has been blocked, the Customer is responsible for the use of the Customer's e-identification only if the Customer has acted fraudulently.

## 6 Processing of personal data

When issuing e-identifications, Expisoft needs access to the Ordering Organization's organization number and the e-identification holder's name, as well as a unique code (eg employment number) that identifies the person within the organization.

In addition, the Ordering Organization can choose whether the e-identification should also contain the e-identification holder's e-mail address, department, title and position.

The above-mentioned information ("Customer information") is processed by Expisoft and / or the subcontractor that Expisoft has hired, in connection with the issuance of the e-identification, e.g. if the employee's name is to be printed on a smart card. This information is used to manufacture e-identifications, block e-identifications, register maintenance and fulfill obligations under law or other statutes.

Expisoft is responsible for ensuring that this Customer Information is not used for any purpose other than that stated above and that Expisoft is able to fulfill its obligations in accordance with these General Terms and Conditions.

It is the Ordering Organization's responsibility to provide correct Customer Information. However, Expisoft performs a check of this information in accordance with the requirements and instructions described in Expisoft's Certificate Policy and issuer declaration.

It is also the Order of the Ordering Organization to ensure that the personal data may be processed in accordance with what is stated above and that e-identification holders are informed of how the personal data will be processed before the data is transmitted to Expisoft.

It is also the Ordering Organization's responsibility to inform the e-identification holder about which personal data in the e-identification is visible to third parties.

When the e-identification holder uses his e-identification, the public parts of the certificate / e-identification will be available to third parties (e.g. for the service provider where the e-identification is used).

Third party access to this personal data and how it processes it is not covered by this Agreement. For information on how to do this, refer to third party regulations on personal data.

Ordering an e-identification constitutes consent to Expisoft's processing of Customer and personal data as described above.

If the e-identification holder wishes to receive information about which personal data about him or her is processed by Expisoft, the e-identification holder can request this in writing from the "Personal Data Officer", Expisoft AB, Propellervägen 12, 183 62 Täby.

Anyone who wants to request correction of incorrect or misleading information can contact Expisoft at the above address.

## 7 Software

Software and other copyrighted information provided by Expisoft, or Expisoft's subcontractor, is provided to the Ordering Organization with the right of disposal. No ownership or copyright of the Software belongs to the holder, but it remains the property of Expisoft or its subcontractor.

The customer may not, in addition to what is agreed in writing by Expisoft, use, modify or otherwise handle software or other material that belongs to the ordered e-identification, nor may the software or material be transferred or leased to another.

### ***Specifically for e-service identification:***

For the Ordering Organization's use of e-service credentials, it is required that a client software from Expisoft's subcontractor be installed on the persons' computers that are to use e-service identifications.

See <http://eid.expisoft.se/> for installation instructions and licensing regulations for this software.

The security software provided contains encryption functionality and may therefore, under certain circumstances, be subject to special export and export regulations.

If the e-identification holder intends to export computer equipment where this security software is installed from Sweden, it is his or her responsibility to check that this is compatible with current exports and export rules.



If the Ordering Organization chooses to use software other than the above when using e-service identifications, it does so at its own risk and in accordance with the conditions that apply to such software.

## 8 Change of Conditions and publication

Expisoft has the right to change these General Terms and Conditions without prior notice.

Minor changes will take effect 30 days after the new terms have been made available to the Customer by publishing at <http://eid.expisoft.se/>.

Other (major) types of changes in these terms will take effect 90 days after the new terms have been made available to the Customer by publication at the above-mentioned address. Expisoft also tries to notify the Customer via e-mail when such information is available in previously submitted Customer Information.

If the Customer / e-identification holder does not accept the changes in these terms, he has the right to terminate the Agreement at no cost to the Customer. Expisoft will then block the e-identification from the time the agreement ends.

The customer's continued use of issued and delivered e-identifications after the above-mentioned times is seen as an approval of the changed regulations.

Expisoft has the right to change these terms with immediate effect if such change is caused by changes in legislation or government regulations..

## 9 Validity and termination of e-identification

An e-identification is valid for 2 years from the time it was created if it does not expire earlier according to the terms of the Agreement. If the validity of an e-identification expires prematurely, the e-identification is blocked and entered on a blocking list.

Expisoft has the right to terminate the Agreement and block issued e-identification if the Ordering Organization, the e-identification holder, the agent or the Responsible Recipient violates the terms of the Agreement.

## 10 FORCE MAJEURE

If a party is prevented from fulfilling its obligations due to circumstances beyond his control, which he could not reasonably be expected to have taken into account at the time the agreement was entered into, and the consequences of which he could not reasonably have avoided, overcome or prevented his subcontractor due to a circumstance stated here, this shall constitute a ground for exemption which entails the advance of time for performance and exemption from penalties.

If the fulfillment of the agreement is substantially prevented for a longer period than 4 weeks due to certain circumstances stated above, the party is entitled to withdraw from the agreement in writing. This applies regardless of whether the reason for the delay occurred before or after the agreed delivery date. If the performance of the agreement is substantially prevented for a longer period than three months due to the above circumstances, each party is entitled, without obligation to pay compensation, to withdraw from the agreement.

## 11 Dispute

Disputes in connection with the Agreement shall be finally settled by arbitration in accordance with the Stockholm Chamber of Commerce's Arbitration Institute's Rules for Simplified Arbitration. The arbitration shall take place in Stockholm.

## 12 Used definitions and abbreviations

The following abbreviations / terms are used in this document

Used abbreviations	Explanation
<b>Terms and Conditions</b>	Are the conditions described in this document and which apply to when ordering Expisoft's e-identifications.
<b>Responsible Recipient</b>	Is a natural person specially appointed by the Ordering Organization to receive one or more e-service identifications. A Responsible Recipient may be an e-identification holder, agent or another person, appointed by the Ordering Organization.
<b>The agreement</b>	The agreement between Expisoft and the Ordering Organization for issuing an e-identification on behalf of the Customer consists of the terms described in this document together with the printed and signed order form of this e-identification. The agreement only applies to the e-identification (s) stated on the order form. When ordering additional e-identifications or when renewing previously issued e-identifications, a new order must be made and a new Agreement made.
<b>Ordering Organization (Customer)</b>	Also referred to as the "Customer" in these terms is a legal entity that orders one or more e-identifications from Expisoft.
<b>e-identification (s)</b>	Is a common term for e-service identifications as well as server and stamp identifications.
<b>e- identifications holders (User)</b>	Also referred to as the "User" and / or abbreviated to the "holder" in these terms is the natural person who is identified with and uses the e-identification. The user is entitled to represent the Ordering Organization and use the e-identification in accordance with the Organization's regulations and these General Terms and Conditions.
<b>Customer information</b>	Is the following information: <ul style="list-style-type: none"> <li>Ordering Organization's organization number</li> <li>First and last name of the e-identification holder</li> <li>A unique code (for example, employment number) that identifies the person within the organization.</li> </ul> In addition, the Ordering Organization may choose that the issued e-identification shall also contain: the e-identification holder's e-mail address, department, title and position.
<b>Agent (proxy holder)</b>	Is a natural person who by authorization is entitled to order e-identifications on behalf of the Ordering Organization and to block these e-identifications in accordance with the provisions of these

	General Terms and Conditions. Appointment of an agent is optional. These General Terms and Conditions apply to the Ordering Organization (Customer) regardless of whether the Customer chooses to use agents or not for ordering and blocking e-identifications.
<b>Security codes</b>	Is the information that the Responsible Recipient receives in a registered letter containing a password or PIN intended to activate and use the e-identification, PUK code and the Unique identifier used to identify the e-identification.
<b>The website</b>	<a href="http://eid.expisoft.se/">http://eid.expisoft.se/</a> or another website that Expisoft notifies the Ordering Organization

The definitions below follow, in essence, SIS (Swedish Standards Institute) handbook "Terminology for information security" SIS HB 550 and the work that the Terminology Center has done for e-identifications.

Concept	Explanation
<b>Customer</b>	Legal person ordering e-identification
<b>CA-policy</b>	See Certificate Policy
<b>CA-System</b>	The system that issues Certificates and e-identifications
<b>Certification Practice Statement (CPS)</b>	Description, produced by the Issuer, of the rules and controls The Issuer applies in order to meet the requirements of a Certificate Policy
<b>Certifikatpolicy (CP)</b>	Krav och regelverk som Utfärdaren skall tillämpa vid utfärdande av certifikat och e-legitimationer
<b>Certificate issuer</b>	Trusted body responsible for creating and issuing user certificates and / or other types of certificates
<b>E-identification</b>	See Electronic ID
<b>Electronic ID</b>	An electronic ID is another term for certificates that contain information that allows the holder to identify themselves electronically
<b>Trusting Party</b>	Party that trusts information in a certificate for its decisions
<b>Sign</b>	Provide a message or a set of data with a digital signature
<b>Block list</b>	See Certificate Revocation List
<b>Issuer declaration</b>	See Certificate Practice Statement
<b>Issuer</b>	See Certificate Issuer