



# General Terms and conditions

For ordering Expisoft E-identifications

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#### **Disclaimer**

This document is a translation from the original Swedish version into English. In case of any discrepancies, ambiguities, or disputes regarding interpretation, the Swedish version shall prevail.

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## 1 Introduction

Expisoft AB, hereinafter referred to as the Issuer, issues various types of certificates, hereinafter referred to as e-identifications, to companies, authorities, and other organizations, hereinafter referred to as Customers.

The Ordering organization is the organization that places the order; this may be the customer itself or an Agent/reseller on behalf of the Customer.

Registered Agents are organizations authorized by power of attorney to order certificates on behalf of another organization.

The issuance of these e-identifications is described in the Issuer's certificate policies and Certification Practice Statement (CPS) and takes place in accordance with Verva's procured framework agreement "6678/04".

These General Terms and Conditions, together with the signed order (the signature may be made digitally or on a printed order form), constitute an agreement between the Issuer and the Ordering organization for the issuance of e-identification on behalf of the Customer. The agreement applies only to the e-identification(s) specified in the signed order. When ordering additional e-identifications or renewing previously issued e-identifications, a new order must be placed and a new agreement entered.

In the event of a conflict between the terms of the agreement, the following order of precedence shall apply: the order form, the General Terms and Conditions, the Certificate Policy, and the Certification Practice Statement. These General Terms and Conditions, along with the current Certificate Policies and Certification Practice Statement, are published on the Issuer's website: <https://eid.expisoft.se>.

For the e-identification ExpiTrust EasyID, no signature of the order is made; in this case, it is the completed and prepaid order along with the acceptance of these General Terms and Conditions that constitute the agreement.

These terms only govern the relationship between the Issuer and the Ordering organization. The relationship between the Customer and the Relying Party—that is, the party accepting electronic identification or accepting digital signatures made using the e-identification—is governed by the agreements or arrangements made between those parties.

## 2 Responsibility of the Ordering organization

The Ordering organization is responsible for ensuring that the information provided in connection with the order of an e-identification is accurate, and that an authorized person approves the order using a digital or physical signature.



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For private Swedish companies, approval by an authorized signatory is required. For foreign organizations, associations, municipalities, authorities, state-owned companies and other organizations where an authorized signatory does not exist or is not publicly available information, the signature of a board member or a person in a senior management position is required. The Issuer must be able to validate the person's role within the organization through public available and reliable sources. When ordering the product ExpiTrust EasyID, no signature from an authorized person is required.

In the event of any error or defect in the issued e-identification, the Ordering organization must promptly report this to the Issuer. If the error or defect falls within the Issuer's responsibility toward the Ordering organization, the Issuer shall issue a new e-identification at no cost to the Ordering organization.

### 3 Responsibility of the Customer

An e-identification is to be regarded as a valuable document and must be handled accordingly.

The Customer or their Agent must immediately request the Issuer to revoke an e-identification if the Customer has lost their e-identification or if it is suspected that someone else has gained access to the e-identification or knowledge of its security codes.

The Customer must also request the Issuer to revoke the Customer's e-identification if any of the information or conditions contained in the e-identification have changed, such as a change in organization name, organization number, holder's name, employment status, or other information stated in the certificate.

The Customer may use the issued certificate for their own use and is responsible for ensuring that the use of the e-identification does not:

- Cause damage or other inconvenience to the Issuer or third parties.
- Infringe on the intellectual property rights of the Issuer or third parties.
- Violate laws, government regulations, or official decisions.
- Involve improper use.

The Customer is also responsible for:

- Ensuring that e-identification is not used by unauthorized individuals.
- Storing the e-identification and associated security codes securely so that unauthorized individuals cannot access them.
- Choosing personal security codes that are not easy to guess or figure out.
- Not disclosing the security codes to unauthorized individuals.
- Not recording the security codes in a way or place that makes them connectable to the e-identification.
- Not storing the security codes together with the e-identification.

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- Not leaving an activated e-identification unattended while it is open for use.
- Immediately revoke the e-identification if there is any suspicion that it has, in whole or in part, come into unauthorized possession.
- Reporting any suspected error or deficiency in the e-identification to the Issuer without delay.
- Ensuring that an e-identification of the type “e-service identification” is used exclusively by the holder of the certificate.

### 3.1 Use of Agent

If a customer wishes to appoint an Agent to order e-identifications on their behalf, the customer must ensure that an authorized person signs a specific power of attorney for this purpose, which must be sent to the Issuer before any orders are placed. When using an Agent to order e-identifications for an organization, the customer must ensure that:

- The Agent orders and manages e-identifications in accordance with the requirements and instructions set out in these General Terms and Conditions, the Issuer's Certificate Policies, and the Certification Practice Statement.
- The Agent revokes e-identifications in accordance with the regulations stated in these General Terms and Conditions, the Issuer's Certificate Policies, and the Certification Practice Statement.

### 3.2 Damage

The Ordering organization and the provider of the e-service (E-service owner) are liable to the Issuer and third parties for any damage caused:

- By fault or negligence on the part of the Ordering organization or the E-service owner.
- Due to errors or deficiencies in the order information to the Issuer provided by the Ordering organization or the E-service owner.
- Due to errors or deficiencies in the Ordering organizations or E-service owner's communication equipment, software, or access.
- Through interference with or manipulation of an issued e-identification.
- Due to criminal conduct by the Ordering organization or the E-service owner.

## 4 Responsibility of the Issuer

The Issuer is responsible for issuing and delivering e-identifications to the Ordering organization based on the information provided by the Ordering organization in the Issuer's order portal.

Before producing the ordered e-identifications, the Issuer performs the required verifications of the provided information in accordance with the requirements and instructions described in the Issuer's Certificate Policies and Certification Practice Statement concerning the Ordering organization and its representatives.

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The Issuer may, when deemed necessary, choose to engage subcontractors to fulfil its obligations towards the Ordering organization. In such cases, the Issuer is responsible for the subcontractor's work as if it were the Issuer's own.

The Issuer is responsible for revoking an e-identification when requested by the Customer or their Agent.

The Issuer's liability for faults or deficiencies related to an e-identification and caused by the Issuer is limited to issuing a new e-identification to the Customer within a reasonable time. This constitutes the Issuer's sole remedy for faults or deficiencies in an e-identification, meaning the Ordering organization is not entitled to make any additional claims against the Issuer.

#### 4.1 Limitation of the issuers' liability

The Issuer is not obligated to compensate for damages caused by the revocation of an e-identification on incorrect grounds, provided the Issuer had reason to believe that there were reasonable grounds for revocation at the time.

The Issuer is not liable for damages arising from the e-identification containing incorrect information provided or confirmed by the Ordering organization during the ordering process. Nor is the Issuer responsible for any damages resulting from the Customer's failure to notify changes in their organization's details.

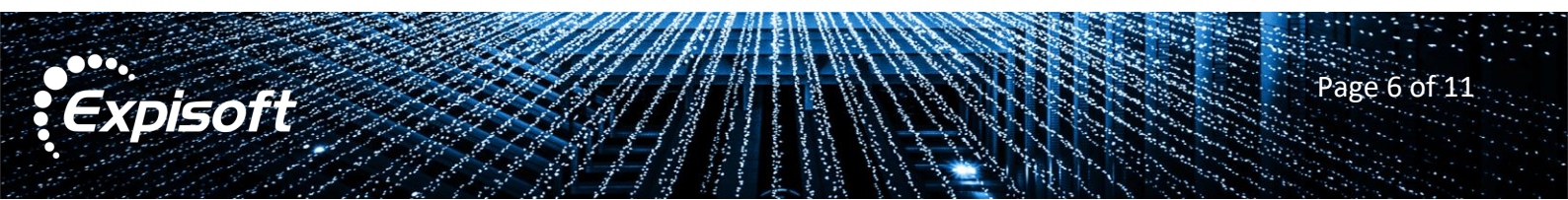
Errors caused by the Ordering organization supplying the Issuer with incorrect or insufficient information are not covered by the Issuer's liability.

Damages arising in other cases will not be compensated by the Issuer if the Issuer has acted with due care. Under no circumstances is the Issuer liable for indirect damages.

The Issuer shall not be held liable for damages caused by technical faults that prevent the use of an e-identification, or due to interruptions or other disruptions in automated data processing, data transmission, telecommunications, other electronic communications, power supply, Swedish or foreign legislation, actions or decisions by Swedish or foreign authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances beyond the Issuer's control.

The Issuer provides a web-based ordering and revocation service that is available 24/7 to Customers and relying parties. The Issuer may temporarily need to limit the availability of these services due to expansion, maintenance, operational reasons, or if deemed necessary to prevent damage to the Issuer or others. In such cases, the Issuer will strive to minimize downtime and take necessary measures to minimize inconvenience to the Customer.

If the Customer has specific requirements to conduct a supplier assessment of the Issuer that involves more effort than reasonably expected for the type of service/product provided, the Issuer will inform the Customer that this work will be charged on a time and materials basis or at a fixed rate. The Issuer will, free of charge, present policies and certifications and respond to simple inquiries.





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The Issuer is responsible for supporting the Customer with ordering, retrieving, and installing the ordered certificate. The Issuer is not responsible for the Customer's use of the certificate or the Customer's connection to any e-service.

## 5 Certificate revocation

The Issuer provides a revocation service through which the Customer can revoke their e-identification. Requests for revocation should primarily be made via the Issuer's order portal, or alternatively by phone at +46 (0)8 123 502 80. The CA service is staffed on weekdays (excluding public holidays) from 9:00 AM to 4:00 PM, with a lunch break closure from 12:00 PM to 1:00 PM (CET). Deviations from these hours may occur, and current information is always available at the Issuer's website <https://eid.expisoft.se>.

If the Customer or their Agent requests that for an e-identification to be revoked, the Issuer shall revoke the Customer's e-identification as soon as possible after receiving such a request.

The Issuer may also, on its own initiative, revoke an e-identification if the Customer breaches any condition of the agreement or if the Issuer becomes aware of, or suspects, that:

- The information in the Customer's e-identification is incorrect or incomplete.
- The e-identification or its security codes are no longer confidential.
- The private key associated with the e-identification has been compromised.
- The Customer, their Agent, or another party has misused the e-identification.

The Issuer is also entitled to revoke the Customer's e-identification if such an obligation arises from law, regulatory requirements, or an official decision.

Revocation of the Customer's e-identification means that it can no longer be used. Information about the revocation will be published in the Issuer's Certificate Revocation List (CRL), which is available to companies, authorities, and relying parties. Revocation cannot be reversed, but the Customer may apply for a new e-identification after revocation.

## 6 Processing of personal data

When issuing e-identifications, the Issuer requires access to certain information about the Ordering organization, the Customer, and any holder of a personal e-identification.

The data that may be processed in connection with an order includes:

- Address details and organization number, including delivery and billing addresses.
- The e-identification holder's name, employee number, and title.
- Email addresses and phone numbers.
- Photo of ID document.

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This information is referred to as “Customer Data” and is processed by the Issuer and/or any subcontractor engaged by the Issuer for the purpose of producing e-identifications, revoking e-identifications, maintaining records, and fulfilling obligations under law or other regulations. We process and store this data when it is necessary for a purpose where, after a legitimate interest assessment, we have determined that we have a legitimate interest.

The Issuer is responsible for ensuring that this Customer Data is not used for any purpose other than those stated above and for fulfilling its obligations under the Issuer’s Certificate Policies, Certification Practice Statement, and these General Terms and Conditions.

It is the responsibility of the Ordering organization to provide accurate Customer Data. However, the Issuer will verify this data in accordance with the requirements and instructions described in the Issuer’s Certificate Policies and Certification Practice Statement.

Furthermore, it is the responsibility of the Ordering organization to ensure that the personal data may be processed as described above and that the e-identification holder is informed about how their personal data will be handled before the data is submitted to the Issuer.

The Ordering organization is also responsible for informing the e-identification holder about which personal data in the e-identification is visible to third parties.

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

Third-party access to this personal data and how such parties process it is not covered by this agreement. For information about how this is handled, refer to the third party’s privacy policy.

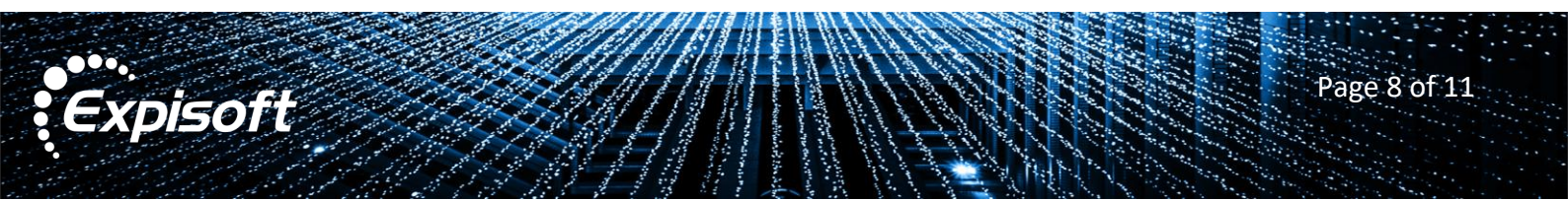
Placing an order for an e-identification constitutes consent to the Issuer’s processing of Customer and personal data as described above.

According to the General Data Protection Regulation you have the right to control your own data and receive information about how we process data about you. If you, as a customer, wish to obtain information about which personal data is processed by the Issuer or wish to request correction of incorrect or misleading data, you may submit a written request to the data controller at: Expsisoft AB, Data Protection Officer, PO Box 2934, SE-187 29 Täby, Sweden

## 7 Software

Software and other copyright-protected information provided by the Issuer or the Issuer’s subcontractor is granted to the Customer with a right of use. No ownership or copyright of the software is transferred to the holder; it remains the property of the Issuer or its subcontractor.

The Customer may not, unless expressly permitted in writing by the Issuer, use, modify, or otherwise handle the software or other materials associated with the ordered e-identification. Nor may the software or materials be transferred or sublicensed to any third party.





## 7.1 Software for E-service identification

For the Customer to use e-service identifications on a Windows computer, a security software from the Issuer must be installed on the computer. Installation files and instructions for this software are available on the Issuer's website.

The security software includes encryption functionality and may, under certain circumstances, be subject to specific regulations regarding export and transfer to other countries. If the Customer intends to take computer equipment with this security software installed outside of Sweden, it is the Customer's responsibility to ensure compliance with applicable export and transfer regulations.

If the Customer chooses to use other software than the one mentioned above when using e-service identifications, this is done at their own risk and in accordance with the terms and conditions applicable to such software.

## 8 Prices and payment terms

The prices for e-identifications listed on the website are stated excluding VAT and other taxes. The Issuer reserves the right to carry out an annual price index adjustment, and the current price list for e-identifications is available on the Issuer's website.

For deliveries of PIN letters and e-service identifications on card, shipping costs may apply.

Payment for issued and delivered e-identifications must be made no later than 30 days from the invoice date. For the e-identification ExpiTrust EasyID, payment by card must be made in advance.

In the event of late payment, the Issuer reserves the right to charge a reminder fee and a late payment interest.

## 9 Change of Conditions and publication

The Issuer has the right to amend these General Terms and Conditions without prior notice. Changes will take effect 30 days after the new terms have been made available by being published on the Issuer's website.

If the Customer does not accept the changes to these terms, they have the right to terminate the agreement. In such a case, the Issuer will revoke the e-identification as of the date the agreement ends.

The Customer's continued use of issued and delivered e-identifications after the above-mentioned time will be considered acceptance of the amended terms.

The Issuer has the right to amend these terms with immediate effect if the change is due to amendments in legislation or government regulations.

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## 10 Validity and termination of e-identification

The validity period of an e-identification is stated in the certificate and in the PIN letter.

If an e-identification's validity ends prematurely, the e-identification will be revoked and added to a revocation list.

The Issuer has the right to terminate the agreement and revoke the issued e-identification if the Customer or the Agent breaches the terms of the agreement.

## 11 Force Majeure

If a party is hindered from fulfilling its obligations due to circumstances beyond its control, which could not reasonably have been anticipated at the time of entering into the agreement, and whose consequences could not reasonably have been avoided, mitigated, or overcome, or if its subcontractor is similarly prevented from performing its delivery due to such circumstances, such events shall constitute grounds for exemption. This shall entitle the affected party to an extension of the performance deadline and exemption from any liability for delay or penalties.

Should the performance of the agreement be substantially impeded for a period exceeding four (4) weeks due to any of the above-mentioned circumstances, either party shall have the right to terminate the agreement by providing written notice. This right to termination applies irrespective of whether the cause of the delay occurred prior to or after the agreed delivery date. If the performance of the agreement is substantially impeded for a period exceeding three (3) months due to the above-mentioned circumstances, either party shall have the right to terminate the agreement in writing without any liability for damages or compensation.

## 12 Dispute resolution

Any dispute arising out of or in connection with this agreement shall be finally resolved by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall be conducted in Stockholm, Sweden.

## 13 Terms and Definitions

Term	Description
Administrator	Trusted person at an agent who has been authorized by their organization to order and distribute e-identifications for their organization and the customers for whom they act as a representative.
Agent	An Agent is an organization that has been authorized to order, manage, distribute, and revoke e-identifications for its own customers.
Agreement	The agreement between the Issuer and the Ordering organization for the issuance of an ordered e-identification.
Authorized person	Physical person at the Ordering organization who is authorized to approve that the order is placed in the organization's name. For private Swedish companies, a signature by an authorized signatory is required. For foreign organizations, associations, municipalities, authorities, and state-owned companies where no authorized signatory exists or is publicly available, a signature by a person in a senior management position is required.
Certificate Authority/ Issuer	Trusted organization providing a CA service whose task is to create and issue certificates (e-identifications).
Certificate Policy (CP)	Regulations that the Issuer shall apply when issuing certificates.
Certification Practice Statement (CPS)	A document produced by the Issuer that describes how the requirements stated in the Certificate Policy are fulfilled.
Customer	An organization/legal entity that purchases e-identification from the Issuer.
Customer data	The information about the Requester, Ordering organization/Customer that the Issuer needs to be able to issue the e-identification.
E-identification holder	The organization or person within an organization listed as the holder of an issued certificate and who uses it.
E-identifications	A collective term for the different certificates issued by the Issuer. An e-identification is a general term for one or more certificates containing information that enables the holder to identify themselves or sign something electronically.
General terms and conditions	These are the terms described in this document that apply to the ordering of e-identifications from Expisoft.
Ordering organization	The legal entity placing the order, which may be the customer themselves or an agent/reseller for the customer.
PIN letter	A letter linked to the ordered certificate that contains the codes needed to download/install, use, and revoke the e-identification.
Relying Party	A party that trusts the information in a certificate for its decisions and e-services.
Requester	Physical person within the ordering organization who places the order for e-identification on behalf of their organization.
Security codes	Codes/passwords that the customer receives in a PIN letter upon delivery of the ordered e-identification.
Unique identifier	Unique code/password used to make the PIN letter and/or private keys accessible only to the holder of an e-identification and to enable the holder to revoke the certificate.
Website	<a href="https://eid.expisoft.se/">https://eid.expisoft.se/</a> or another website that the Issuer provides to the Ordering organization.