

TERMS AND CONDITIONS FOR USE OF THE BANKID SERVICES

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1 DOCUMENTS INCLUDED IN THE MERCHANT AGREEMENT

The Merchant Agreement includes the following documents:

Main body: This document – including:

- Contact persons and their power of attorney
- Self-declaration for the use of National identity number (if applicable)

Appendix 1: Specific Terms and Conditions for the Issuer's liability.

Appendix 2: The Standard terms and conditions for the use of BankID Services at Merchant.

In the event of inconsistency between the Main body and the appendices the appendices take precedence in their numeric order. Specific terms take precedence before standard terms and the Main body.

2 DEFINITIONS

Agreement framework: The Merchant agreement with appendices, the Certificate Policy and the Documentation made available on the Company's webpages.

Bank ID Authentication: To confirm the identity of the sender or recipient through electronic message exchange/communication by using BankID Services.

BankID Certificate Electronic certificate(s) and associated software, which may be used for electronic message exchange, between parties where each of them holds a valid certificate. The certificate(s) may be used for e.g., electronic message exchange as part of authentication, signing, conclusion of agreements, payment mediation/payment order in banks, etc. The Term encompasses both certificates of natural and legal persons.

BankID Regulation: The regulation that sets out the rights, obligations, and responsibilities between issuers of BankID Certificates, Finance Norway Service Office, and Bits AS.

BankID Services: Any service and associated software connected to the brand BankID provided by the Company for further delivery from the Company or the Reseller to Merchant.

BankID Signature: An electronic signature according to the eIDAS Regulation which meets the requirements for advanced electronic signature based on a qualified electronic signature certificate.

Bits AS: The infrastructure company of the banking and finance industry, responsible for i.e., BankID regulations. Bits AS is the supervisory authority for the *BankID regulations* and the public legal requirements for the BankID Services.

Certificate holder: A physical person who has been issued with a BankID Certificate.

Certificate policy: The current policy for issuing and using BankID Certificates, available on the Company's BankID website.

The Company: BankIDBankAxept AS organization no.927 611 929.

Documentation: The Company's current documentation for testing, integration, implementation, use and modification of the BankID Services accessible for the Reseller.

Effective date: The date on which the Merchant agreement is signed by both Parties and the Merchant is approved by the Company and the Issuer.

Merchant: A legal entity, registered in the Enterprise Register for Legal Entities or similar public register within the EEA area, who have a customer relationship with a Norwegian bank.

Merchant agreement: The agreement with appendices entered with the Merchant regarding the right to use the BankID Services.

Ordering routines: The Company's current procedures for ordering and changing the BankID Service(s).

Party: The Issuer, the Reseller, the Company and the Merchant, collectively the Parties.

The Reseller: A Company which has an agreement with the Company for reselling the Services.

The Reseller portal: The internal portal for Resellers unlike the Company's public website.

Secure electronic message exchange: Confirmation of the correct identity of the parties (authentication), securing the content against change (integrity), linking the message to a specific party (non-denial) and/or hiding the content from unauthorized persons (encryption).

Software(s): The associated software as an integral part of the BankID Service.

Trademark: Norwegian trademark register no 257727, 258031, 290364 and 290365.

Valid BankID Certificate BankID Certificate which has that has not been revoked or suspended and where the validity period has not expired.

3 SCOPE

The Merchant agreement is entered between the Merchant and the Company or the Reseller on behalf of the Company. The Parties rights and obligations are stated Merchant agreement with appendices and is legally binding for the Merchant when signed by authorized personnel in the Merchant's organization.

The Merchant agreement is legally binding for the Reseller, the Company, or the Issuer when the Issuer and/or the Company has approved the Merchant.

The Issuer is a Party in the Merchant agreement. The Issuer has, by signature of the Reseller on behalf of the Issuer, agreed to be committed by the rights and obligations of the Merchant agreement. The signature is stated Merchant agreement's front page. The Issuers rights and obligations as specified in Appendix 1 *Specific Terms and Conditions for the Issuer's liability*.

The Merchant will be given access to the BankID Service including and associated Software and Documentation for implementation in accordance with the Merchant agreement with appendices.

The Merchant agreement does not include other services or any commercial terms for delivery of the BankID Service (price, etc.). Conditions for such services are stated in separate agreement(s) between the Merchant and the Reseller.

4 PROCESSING OF PERSONAL DATA

4.1 Personal data

Each of the Parties must ensure that all processing of personal data in connection with the Merchant agreement shall be in accordance with the relevant public requirements, including personal data legislation.

By administration of the Merchant agreement, the Reseller will collect the name, email, and mobile phone number of contacts at the Merchant. The information will only be processed, disclosed to, and processed by the Company and its affiliates to the extent necessary to fulfil the Merchant agreement, and in accordance with the applicable relevant public law requirements.

Disclosure of the Certificate holders' national identity number to the Merchant in connection with the Merchant's use of the BankID Service, requires legal basis. See applicant declaration form in the Merchant agreement Main body.

4.2 Statistics

The Company may use data not defined as personal data, or otherwise protected, for statistical purposes. This applies to, but is not limited to, anonymized data, volume data, frequency measurements other information collected when providing the BankID Service (Service Data). The Company may use service data for service purposes and the Merchant does not have ownership of such data.

5 CONFIDENTIALITY

Each Party shall comply with confidentiality and not disclose to third parties' confidential information that the Party has obtained from the other Party in connection with the Merchant agreement, including confidential information relating to the BankID Service, the Software, the Company or the Issuer. Confidential information may only be used to fulfil the Party's obligations under the Merchant Agreement.

The Parties shall impose a duty of confidentiality on employees and aides (such as subcontractors and contractors) covering the requirements for confidentiality in the Reseller Agreement.

The duty of confidentiality does not apply to matters made public by the Party itself.

This provision does not preclude the exchange of necessary information pursuant to law, agreements with the Issuer, or because of the order from public authorities.

The duty of confidentiality also applies after the Merchant agreement has been terminated.

6 TERM AND TERMINATION

6.1 Term

The Merchant Agreement is in force at Effective date unless otherwise agreed and runs until it is terminated by one of the Parties or expires for other reasons.

6.2 Termination

The Merchant may terminate the Merchant agreement with three (3) months written notice.

The Reseller and the Company may terminate the Merchant agreement with six (6) months notification.

If the Merchant is no longer a customer of the Issuer, the Merchant agreement terminates simultaneously.

Furthermore, the Merchant agreement is terminated with reasonable notice if the Reseller is no longer (for any reason) an authorized Reseller of the Service.

6.3 Effects of the termination

In the event of termination of the Merchant agreement for any reason, the Merchant shall immediately destroy any software received, including any copies, for use of the BankID Service. The Merchant must simultaneously stop all use of the trademark.

The Merchant's BankID Service will be invalid for further use.

7 TERMINATION FOR CAUSE

A Party has the right to terminate the Merchant agreement by written notice with immediate effect if:

- A Party commits a substantial breach of the Merchant agreement with appendices.
- The Merchant does not comply with the terms of the Agreement framework and does not rectify this within thirty (30) days from receiving a written notification.

- The Merchant no longer has a customer relationship to a Norwegian bank that is authorized to issue BankID and thus no longer has a valid BankID.
- The Merchant becomes petitioned for bankruptcy and such a bankruptcy petition is not averted within thirty (30) days.
- The Merchant is declared bankrupt or discontinued or initiates debt negotiations, liquidation or related.

Substantial breach is for example, but not limited to, breach of payment obligations towards the Reseller, the Merchant uses BankID Services or BankID Certificate in the course of infringement, illegal activities or in a manner that could impair the trust, the reputation or the goodwill of the BankID brand, the BankID Service, the Issuer, other issuers, the Reseller or the Company.

8 FORCE MAJEURE

None of the Parties are liable for breach if an extraordinary situation outside a Party's control dismisses the Party's ability to fulfil the obligations of the Merchant agreement, and under Norwegian law is considered as Force Majeure. The lapse of duty to fulfil the Merchant agreement lasts for as long as the extraordinary situation persists. The Parties are obliged to mitigate the effects of the extraordinary situation to the extent possible.

The Parties are obliged to notify each other without undue delay in the event of a Force Majeure situation.

In the case of Force Majeure, each of the Parties may terminate the Merchant agreement if the situation lasts longer than thirty (30) days, calculated from the day the situation occurs.

9 AMENDMENTS

Minor changes in the content, terms and conditions related to any service and supplement contained in the BankID Service as described in the product description on the Company's website and the Reseller portal may be changed unilaterally by the Company with two (2) weeks written notice provided that the changes do not affect the Merchant's use of the BankID Services.

The Issuer and the Company may change the *Specific Terms and Conditions for the Issuers' liability* and the *Standard terms and conditions for the use of BankID Services at Merchant*. upon three (3) months written notice.

Any amendments of substantial nature of the Merchant damage shall be executed with at least six (6) months' notice. As substantial change is for example that the Merchant must carry out substantial changes in their systems to use the BankID Services.

The Issuer may unilaterally modify the *Specific Terms and Conditions for the Issuers' liability* according to the terms and conditions outlined in the *Specific Terms and Conditions for the Issuers' liability*.

To the extent of subjects related to the Merchant such as for example security conditions or orders from public authorities, the Company unilaterally and without prior notice, may change the Merchant agreement the extent necessary. The Company will in such situations as soon as possible after the change notify the Reseller or the Merchant directly.

10 ASSIGNMENT

The Merchant may not assign the Merchant agreement without the prior written consent of the Reseller, the Company, and the Issuer.

The Reseller, the Company and the Issuer may assign its rights and obligations hereunder (in whole or in part) without prior consent from the Merchant. The Merchant will be notified of the changes.

11 GOVERNING LAW AND DISPUTES

The Merchant agreement shall be interpreted in accordance with Norwegian law.

In the event of a dispute, the dispute shall be deemed to be resolved by negotiation. If such negotiations do not lead to any solution, each Party may file the dispute at ordinary courts.

Legal venue is Oslo.

A deviant dispute solution is agreed for disputes regarding the Issuer. See *Specific Terms and Conditions for the Issuers' liability*.

APPENDIX 1 SPECIFIC TERMS AND CONDITIONS FOR THE ISSUER'S LIABILITY

1 BACKGROUND

These *Specific terms and conditions for the Issuer's liability* govern the Issuer's liability towards the Merchant. The Issuer is stated as the Merchant's bank relation.

The Issuer has authorised the Company and those who the Company may, as per agreement with the Issuer, authorise to enter into a Merchant agreement with the Merchant on behalf of the Issuer. The *Specific terms and conditions for the Issuer's liability* is a part of the Merchant agreement.

All terms and expressions defined in Merchant agreement shall be considered similar in the *Specific terms and conditions for the Issuer's liability*, unless otherwise defined herein.

2 ROLE OF THE ISSUER

The Issuer is responsible for the issuing of the BankID to the Merchant.

2.1 The Issuer's control of an order

As soon as possible after receipt of the order of the BankID Merchant certificate, the Issuer will:

- a) Verify that the Merchant is a customer of the Issuer or an affiliated bank.
- b) Verify that the Issuer possesses and/or has received enough documentation to identify the Merchant and the Merchant's signatory/signatories.
- c) Verify that the Reseller is listed on the Company's List of Resellers, available on the Company's website.
- d) Verify that there are no significant errors or omissions of importance for the issuing of BankID Merchant certificate.

2.2 Routines and procedures

Ordering routines and procedures for Issuance are stated in the Service Manual available on the Company's website.

3 LIABILITY AND LIMITATION OF LIABILITY

3.1 Liability

The Issuer is only liable for direct losses suffered by the Merchant as a result of the Merchant incorrectly relying on someone else's BankID Certificate, if the Issuer, someone the Issuer is liable for (e.g., a subcontractor or assistant) or another issuer acted negligently in connection with issuing, using or validating the BankID Certificate.

In case of the following causes of damages, the Issuer must prove that the person(s) mentioned in the first section did not act negligently ("reverse burden of proof"):

- a) BankID was issued to unauthorized receiver.
- b) The mandatory required information entered was incorrect at the time of issuance.
- c) BankID did not contain all the information required in accordance with the BankID Regulation.
- d) Secure products and systems were not used for the issuance of BankID Merchant certificate and production of digital signatures, or

e) A loss notification or revocation of the BankID was not registered correctly, and hence this reason, an incorrect response was given to a validity check.

3.2 Limitation of liability

The Issuer is not liable for indirect losses (e.g., loss of profits or other consequential loss as a result of downtime) suffered by the Merchant, unless the loss was caused by gross negligent or wilful intent or omission by the Issuer or an entity for whom the Issuer is liable.

The Issuer is not liable for damages resulting from the use of the BankID Services in violation of restrictions in the agreed scope, which has been clearly stated towards someone who has relied on the BankID Certificate.

Furthermore, the Issuer is not liable for any loss resulting from the Merchant using the BankID Merchant certificate or Software in violation of the Merchant agreement, the Documentation, or the relevant BankID regulations, including if the Merchant performs unauthorised modification or manipulation of the BankID Service or the Software.

No matter the foregoing, the Issuer's liability is limited to the maximum amount of NOK 100,000, - per transaction.

The Issuer's liability also lapses to the extent the Merchant has its losses covered by others, e.g., the Issuer of an abused BankID Certificate.

4 CHANGES TO THE TERMS

The Issuer and the Company may change these *Specific terms and conditions for the Issuer's liability* at reasonable notice, including the limitation of liability to NOK 100,000 per transaction, cf. section 3.2 above.

5 ARBITRATION AND VENUE

Any dispute, controversy or claim that arises to the interpretation or legal effect of these *Specific terms and conditions for the Issuer's liability*, shall be attempted resolved through negotiations.

If such negotiations do not proceed, the dispute will be finally settled by arbitration in accordance with the Norwegian Arbitration Act. The arbitration will be conducted in Oslo.

The arbitration process and arbitration decisions in any arbitration are subject to the duty of confidentiality.

APPENDIX 2 STANDARD TERMS AND CONDITIONS FOR THE USE OF BANKID SERVICES AT MERCHANT

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1 ABOUT BANKID

BankID is an electronic ID solution (eID) in Norway issued by Norwegian banks and can be used for authentication (login) and signing.

The Certificate holder signature certificates are qualified and are based on Public Key Infrastructure (PKI).

The eTrust (signing) service is registered with the National Communications Authority (Nkom) and on the EU's Trusted list of Trust Service Providers. A BankID certificate meets the requirements for qualified certificates for natural persons and for advanced electronic signature and for advanced electronic signature according to the Norwegian law on electronic trust services and regulation (EU) 910/2014 (eIDAS).

BankID for physical persons has two levels of trust ("High" and "Substantial/Biometrics").

BankID High shall comply with the eID Regulations of eID at the trust level High and is also a trust service based on qualified certificates of electronic signatures. BankID High is used for authentication with the strictest security requirements, and for payment and signing documents.

BankID Biometrics can be used in situations where strong customer authentication (SKA) and/or another two-factor authentication are required. BankID Biometrics can be used in combination with BankID at level High ("Step up").

For more information about the BankID Services, see product information on the Company's website.

The user site's own solution for BankID Services must be adapted to the level of trust based on the parameters that follow BankID High and BankID Biometrics, respectively.

BankID inneholder blant annet følgende opplysninger:

- Designation of Issuer.
- Information about the Merchant's company name and Norwegian organization number or another unique identifier.
- Valid period for the Certificate.
- Data needed to verify the Merchant's digital signature.
- The issuer's (or Issuer's partner's) digital signature.
- Data that uniquely identifies the individual BankID Service (serial number).

The above information will be available to the Reseller, the Company, and the Issuer.

BankID is managed by several actors. Rights, duties, and responsibilities are divided between the actors and are enshrined in legislation and regulations. The Issuer's liability is regulated in BankID Regulations and is described exhaustively in the Appendix *Specific Terms and Conditions for the Issuer's liability*.

The Standard terms and conditions for the use of BankID Services at Merchant only apply to the use of BankID Services at Merchants.

Issuance of BankID to physical persons (Certificate holder) is not included in the Merchant agreement.

2 REGULATIONS AND ROLES

BankID Regulation are a multilateral contractual framework that establishes rights and obligations between issuers of BankID (participants), Finans Norge and Bits AS (hereinafter referred to as Bits). The Issuer enters into an agreement for the use of BankID with its own customers (Certificate holder). The issuer is registered as a supplier of eID and eTrust with the National Security Authority (Nkom).

Bits determines regulations for BankID, sets certificate policies and sets requirements for BankID towards Issuers. The issuance of BankID certificates is in addition always regulated by the applicable legislation and associated regulations.

The Company provides software and infrastructure that enables banks to provide ID and trust services to the market in accordance with separate agreement with the Issuer.

The Standard terms and conditions for the use of BankID Services at Merchant apply to BankID Biometrics and BankID High as described in the product descriptions in on the Company's website.

The use of BankID Services in addition to what is specified in the Merchant agreement with appendices requires a separate agreement with the Company.

3 USE OF BANKID SERVICES

BankID Services can be used to ensure electronic message exchange between two or more parties by confirming the correct identity of the parties (authentication). BankID Biometrics is used based on technical specification.

In order to secure the content against change and link the message to a specific party (signing), BankID High must be used. If BankID Biometrics is attempted to be used outside its scope, the system will automatically perform step-up to BankID High.

BankID Services can only be used to issue new electronic identification based on data collected by the Merchant itself. The Merchant shall not issue new physical or electronic identification based on data obtained from the Certificate holder's use of BankID Certificate. The use of BankID Services for first-time authentication and then using other authentication mechanisms in later logins can only take place in accordance with the whitelist from the Company made available in the Reseller portal.

Use beyond what is stated above requires a separate agreement with the Company.

4 MERCHANT REQUIREMENTS

4.1 Provision of the BankID Services

BankID Services may only be used by Merchants registered in the Enterprise Register for Legal Entities or a corresponding public register within the EEA and who have a customer relationship with an authorized BankID issuer.

BankID Services may only be delivered to Merchants who meet the applicable requirements in the *Standard terms and conditions for the use of BankID Services at Merchant*.

4.2 Technical requirements for Merchant

Merchant must use the BankID OIDC delivery platform as an integration point for BankID Biometrics.

The Certificate holder can activate the service by providing biometrics/PIN, as well as verifying their identity. The identity can be verified by e.g., logging in with BankID High or scanning passports.

If the identity is confirmed with BankID High a regular check is carried out to verify that the underlying BankID High certificate is still valid.

4.3 Refusal of issuance of BankID

The Reseller, the Company and/or the Issuer may refuse the issuance of BankID to a Merchant when, in the reasonable opinion of the Merchant, the Company or the Issuer, there is a factual reason. Factual reasons, among other things, is:

- a) The Merchant's activities and/or use of BankID is in violation of *the Standard terms and conditions for the use of BankID Services at Merchant*, Norwegian law or regulations, requirements, and guidelines of the Norwegian authorities or

b) The Merchant's activities or use of BankID may be undermining confidence in:

- (i) BankID Services, an issuer or the Company, or
- (ii) BankID brand, the reputation or goodwill of the Company.

5 NOTIFICATION OF SIGNIFICANT CONDITIONS

The Merchant shall notify the Reseller as soon as possible of changes in the information provided by the Merchant at the conclusion of the Merchant agreement, including the organization number, address, company name, contact persons ownership, etc.

If the information about the Merchant is incorrect, the Merchant shall, without undue delay, notify the Reseller or the Company after the testing of the BankID Services has been carried out. The Reseller shall, within a reasonable time, ensure that the information is corrected.

If the transaction volume for the Merchant's use of the BankID Service for one or more periods will be or will be significantly higher than normal, the Merchant shall, as soon as possible, after the it became aware of this notify the Reseller of such increased transaction volume. Upon request from the Reseller and/or the Company, the Merchant is obliged without undue delay to deliver forecasts of the expected transaction volume for a specified period.

6 TERMS AND CONDITIONS MERCHANT'S COLLECTION OF NATIONAL IDENTITY NUMBERS.

National identity numbers can only be provided to Merchants that can confirm that available information in BankID Services alone is not sufficient to obtain secure identification of the Certificate holder, and who already has a legal basis for obtaining the Certificate holder's national identity number. The Certificate holder must give consent to the Merchant on the use of national identity numbers. Merchant is Data Controller for the collection of the national identity number. The processing must be in accordance with applicable data protection legislation at all times.

In dialogue with the Certificate holder, the Merchant is obliged to provide information about the legal basis for using a national identity number.

The Merchant shall provide the Issuer with a reasoned declaration that the conditions for requesting the delivery of a national identity number are in place and that the delivery and any subsequent processing of the national identity number will not be used in violation of the Merchant agreement with attachments or personal data legislation. The Issuer, Reseller or Company may at any time require the Merchant to document that it complies with the conditions for processing the national identity number.

A separate "Declaration from the Merchant requesting to access the national identity number for Certificate holders" is included in the Merchant agreement.

7 CONTROL, DELIVERY, AND INSTALLATION OF BANKID

7.1 Control

Upon receipt of BankID Service (both upon direct receipt to the Merchant or receipt of the Distributor on behalf of the Merchant), the Merchant shall immediately check that the contained information matches the order. The Reseller shall check the information about the Merchant and uncover errors or defects.

The Reseller shall without undue delay notify the Company/Issuer in the event of errors or omissions.

7.2 Delivery and installation

BankID Service is usually disclosed to the Reseller's contact person on behalf of the Merchant.

The Merchant shall install, integrate, and test in accordance with the Documentation, and otherwise ensure the safety of its own systems. The Reseller and/or the Company may verify that the BankID Service has been installed and upgraded in a satisfactory manner, and the Merchant is obliged to provide the Reseller and/or the Company with the necessary access to relevant systems in this regard.

The Merchant shall only use any software, machine equipment or safety equipment provided in the Documentation.

In a separate agreement with the Merchant, the Reseller may assist the Merchant with installation, integration, and testing, etc.

8 SAFETY PROCEDURES - USE, ACCESS, CONTROL AND BLOCKING

8.1 Usage, access, and control

The BankID Service may only be used in accordance with the terms of the Agreement framework.

The BankID Service shall not be transferred or otherwise entrusted to, or used by, anyone other than the Merchant. Passwords and other procedures must not be disclosed to unauthorized persons.

8.2 Situations of loss

The Merchant must notify the Reseller in writing as soon as possible after the Merchant has detected or suspected that the BankID Service, and/or its password and/or code has gone astray or that unauthorized persons have gained knowledge of the password/code. The notification should contain a description of the situation and, as far as possible, the incident at hand.

8.3 Blocking

The Merchant shall not use the BankID Service and/or approve any use after loss situations have occurred but assist in such a way that the BankID Service is blocked as quickly as possible.

The Reseller shall ensure that a Merchant's BankID Service that is, or can be expected to be, misused or that no longer contains correct information is blocked (suspended or revoked).

Furthermore, the Reseller, the Company and/or the Issuer may block the Merchant's BankID Service if, in the reasonable opinion, there is a factual reason, including that the BankID Service are, or can be expected to be, misused, used for illegal activities, or no longer contain correct information.

Factual grounds also applies if the Merchant's use of BankID Service may be suitable for undermining confidence in.

- BankID brand, an issuer or the Company, or
- BankID Service, the Reseller, an issuer's or the Company's reputation or goodwill.

The Reseller may, by proxy from the Merchant, request a hold/revocation of BankID Service that has not been used for 6 months.

9 EXPIRATION AND RENEWAL OF BANKID SERVICE

9.1 Expiration Alert

The Company shall notify the Reseller of the expiry date in connection with monthly invoicing. The Reseller shall notify the Merchant of the need for renewal of BankID Service no later than 1 month before the expiry date. Notification is made to the person who is registered as eligible for signature pursuant to the Merchant agreement.

9.2 Renewal

If the Issuer must be involved in the renewal, the Reseller shall send an order to the Issuer. The order shall contain all the necessary information in order to carry out the renewal.

The same rules and procedures for renewal apply as for issuing a new BankID Service.

10 VALIDITY CHECK AND VALIDATION OF SIGNATURES

Systems for validity control have been established. The Merchant shall always carry out validity checks in accordance with the Documentation.

A register of valid BankID Service has also been established, as well as for BankID Service which has been suspended or revoked (invalid). The registered information will be retained for at least ten (10) years after the validity period for BankID Service has expired or been revoked.

Information about valid and suspended/revoked BankID Service will be exchanged to the Issuer and other authorized issuers.

The information will only be used to verify that the Merchant's BankID Service is valid and that its use is in accordance with the Agreement framework.

Signatures correctly packaged in the Company's supported formats may be validated with open tools or using available software from the Company.

11 MAINTENANCE AND NEW VERSIONS

The Merchant will receive written notice of a new version of BankID and the Software no later than three (3) months before it must be used by the Merchant.

The notification should contain information about

- when and where a new version of BankID and/or software is made available, and
- when the Merchant may access the test environment, and
- which versions are supported after the change.

The Merchant is obliged to install and/or integrate new versions of BankID Service and/or the Software within the deadline set by Company.

12 INTELLECTUAL PROPERTY RIGHTS AND LICENSE TERMS

BankID is copyrighted and a registered trademark. All intellectual property rights, such as, but not limited to, patents, copyrights, trademarks, and design rights of BankID Services, the Trademark, the Software and associated Documentation and the BankID Policy are the property of the Company and/or its licensors, subcontractors or affiliates.

The Merchant is granted a limited, non-exclusive, non-transferable, revocable license to use the Trademark, the BankID Service, the Software and the Documentation in connection with the provision, installation, integration, and use of BankID Service as further stated in the Documentation and is not granted any intellectual property rights, in whole or in part, to BankID Service, the Trademark, the Software or any associated Documentation. The Merchant is not entitled to make any changes (in the event of further development or otherwise).

The Software may only be used on, and integrated with, the technical platforms and systems set out in the Documentation. The Merchant may copy the Software to the extent necessary for the purpose, including making necessary backups.

BankID Services may only be used in connection with the Merchant's own business and cannot be forward licensed.

The Reseller and/or the Company has the right to control that the license terms are complied with, and the Merchant is obliged to provide the Reseller and/or the Company with the necessary access to the Merchant's systems and use of BankID Service and the Software in the event of such control.

13 MARKETING

The Merchant has the right and obligation to use the Trademark when using BankID Service and to highlight that the Merchant uses BankID Services in its activities. The presentation of the Trademark shall have the form, format, color, and quality in accordance with requirements set out in the Company's profile manual at any given time and only used in accordance with the guidelines set out on the Company's website at any time.

The Reseller and/or the Company has the right to disclose that the Merchant uses BankID Services in its activities on its website and in other relevant marketing.

14 USE OF THE INFORMATION IN THE BANKID SERVICE

When using BankID Service, the information will be included in the message exchange between the Merchant and the Certificate holder. The information may be made available to the Certificate holder. Other information about the Merchant in connection with the use of BankID Service will only be disclosed to other Certificate holders if the Reseller, the Company, or the Issuer has a statutory duty of disclosure or there is an express consent from the Merchant and the Certificate holder.

The Merchant agrees, upon entering into the Merchant agreement, that the Reseller and/or the Company may receive, use and store information from the Issuer about the number of transactions per transaction type used in the BankID Service at the Merchant.

The information shall only be used to establish and maintain a register of the Merchants and their transactions for invoicing of the Merchant and further development of the BankID Service and handed out to the Reseller and/or the Company's partners to the extent necessary for billing purposes.

The information is received, stored, used, or disclosed for as long as necessary or permitted by relevant legislation.

15 ERROR OR DELAYS IN BANKID SERVICES AND SOFTWARE

Unless otherwise specifically agreed with the Reseller, BankID and its software are provided "as is", and the Merchant is not guaranteed that the BankID Service and/or the Software is free of errors. There is no guarantee that the BankID Service and associated Software will work with third-party products, unless explicitly stated in the Documentation.

The Reseller has no liability for defects in or delayed delivery of BankID Service and its associated Software without a separate agreement.

16 LIABILITY

The Reseller and/or the Company is not liable for any use of BankID Services that is in violation of the *Standard terms and conditions for the use of BankID Services at Merchant*, recommendations from the Company and/or Reseller or Regulations, Bits AS and legislation or orders from the public authority.

Claims from the Merchant in connection with the Merchant agreement, BankID Service, the Software or shall be directed to the Reseller. If the Merchant files a claim for compensation due to circumstances resulting from errors or defects in BankID Services from the Company and/or the Issuer, the Reseller shall forward the claim to the Company.

16.1 The Merchant's liability

The Merchant is liable for the losses of the Reseller, the Company and/or the Issuer in accordance with general liability rules for losses resulting from the negligent use of BankID Service, Software, Documentation, and losses arising out of actions or omissions in accordance with Agreement framework.

The Merchant is responsible for its own subcontractors. The Merchant shall, in agreement with any subcontractors, impose responsibility on the subcontractors for ensuring that their own deliveries meet the requirements of the Agreement framework.

According to general liability legal rules, the Merchant is further liable for any dispositions made by someone who has been given the opportunity, by intentional or negligent action or omission on the part of the Merchant, to dispose of the Merchant's BankID Service or the Software.

16.2 The Issuer's liability

The Issuer's liability is exhaustively regulated in *Specific terms and conditions for the Issuer's liability*.

The Merchant may file any claims against the Issuer in accordance with the *Specific Terms of Issuer's liability* to the Company, which will process the claim on the Issuer's behalf. The Company is only the case officer for the Issuer and is not deemed to have assumed any independent responsibility for the requirements the Merchant may have in accordance with the *Specific Terms of Issuer's liability*.

16.3 The Reseller and the Company's liability

Between the Reseller and the Company, general tort for control liability rules applies. A Party may be reimbursed for its direct loss if the other Party cannot prove that the cause of the injury-causing incident was beyond his control. Subcontractors are considered to be within a Party's control sphere.

If the loss-triggering event is beyond the subcontractor's control, it is considered a third party's sphere of control that cannot be invoked against neither the Company nor the Reseller.

16.4 Limitation of liability

Regardless of the foregoing, indirect losses are not covered. Indirect losses are, for example, but not limited to, loss of profit, loss of data or other consequential loss as a result of downtime unless the loss is due to gross negligence or intentional action by the Reseller/Company and/or any Reseller/Company is in control of.

Under no circumstances is neither the Company nor the Reseller liable for losses resulting from circumstances that is included in the *Special Conditions of the Issuer's liability*. Any such claim shall be directed to the Issuer or to the Company on behalf of the Issuer.

Neither Party is liable for any losses resulting from the Merchant using the BankID Service, the Software, the Documentation in violation of the Agreement framework, including making unwarranted alteration or manipulation of BankID Service or the Software.

The Company/Reseller's liability lapses to the extent that the Merchant has had its loss covered by others, for example by the Issuer or issuer of the misconducted BankID Service.

The Reseller's/Company's total liability to the Merchant under the Merchant agreement with respect to one or more incidents (whether connected or not), shall not in any case exceed an amount the total amount of compensation a Party may claim during the term of the Merchant agreement is limited to an amount equal to the consideration invoiced between the Parties in the 12 months prior to the date of claim for compensation.

If the BankID Service has not been completed in the last 12 months prior to the date of claim for compensation was made, the total amount of compensation that may be claimed by a Party is limited to an amount equal to the average monthly amount already invoiced, with upward adjustment to 12 months.

The limitation of liability does not apply to circumstances resulting from gross negligence or willful intent.

17 CHANGES TO THE MERCHANT AGREEMENT OR THE STANDARD TERMS

Minor change in the content and terms relating to the BankID services and supplements described in the Documentation on the Company's BankID website, and in the Reseller, portal may be changed unilaterally with two (2) weeks' written notice provided that the change does not have consequences for the Merchant's use of the BankID Service.

The Company may unilaterally change the *Standard terms and conditions for the use of BankID Services at Merchant* with three (3) months' written notice.

Substantial changes of a material nature to the disadvantage of the Merchant shall be notified with at least six (6) months' notice.

The Issuer may unilaterally change the contents of the *Specific Terms and Conditions for the Issuer's liability* on terms set out in Appendix 1.

18 ENTRY INTO FORCE

The Terms and conditions enter into force on 15.8.2022 and apply until they are replaced by new terms and conditions.
