

# General Terms & Conditions QuoVadis Certificates for the itsme users

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# 1. ACCEPTANCE OF THE GENERAL TERMS & CONDITIONS

These General Terms & Conditions govern QuoVadis Trustlink BVBA Trust Services by means of providing Certificates to the isme users.

The itsme® App and the isme® services are being delivered by Belgian Mobile ID S.A./N.V. The QuoVadis Terms and Condition are in addition to the "General Terms & Condition itsme app" and the "Terms of use" of the itsme® service.

Please read these General Terms & Conditions carefully before accepting a Quovadis Certificate via the itsme App or Website and keep them for your records. By fully installing, registering, using and/or accessing the QuoVadis certificate, you confirm that you are legally bound by these General Terms & Conditions.

If you do not agree with any of these General Terms & Conditions, please refrain from or cease installing, using or accessing the QuoVadis Certificate and the itsme services related thereto.

The itsme Service® is provide by Belgian Mobile ID.

These General Terms & Conditions are available in English, French, Dutch and German. All language versions have the same legal value. The QuoVadis certificates are offered by QuoVadis Trustlink BVBA, with its seat registered at Schaliënhoevedreef 20T, 2800 Mechelen (Belgium) under CBE: 0537.698.318.

## 2. DEFINITIONS

The capitalized terms in these General Terms & Conditions shall have the following meaning:

- Agreement or General Terms & Conditions: the present General Terms & Conditions (including the corresponding Privacy Policy) between You as the User and QuoVadis Trustlink BVBA.
- QuoVadis Trustlink BVBA: with its seat registered at Schaliënhoevedreef 20T , 2800 Mechelen (Belgium) under CBE: 0537.698.318. (hereafter QuoVadis) – Contact: [compliance@quovadisglobal.com](mailto:compliance@quovadisglobal.com) – <http://www.quovadisglobal.be>
- Belgian Mobile ID SA/NV, whit its seat registered at Place Sainte-Gudule 5, 1000 Brussels, Belgium, under the number 0541.659.084 (hereafter BMiD)
- Certificate Holder/ User / You / Your: you, in your capacity as the user of the services offered by QuoVadis, it being understood that in the context of this Agreement, only itsme Users may be Certificate Holders.
- Identity Registrar: the entity through which you created your itsme account.
- Service Provider: any entity which accepts that You use the itsme App to login, register , approve a transaction with them, or sign electronic documents.
- itsme App: the application offered by Belgian Mobile ID as described below.
- itsme Account: Your personal user account allowing You to use the itsme App.
- itsme Brand: the itsme word and figurative trademarks registered in the Register of the Office for harmonization in the Internal Market (OHIM) under filing number 01 57 61 752 and in the Register of the Benelux Office for Intellectual Property under numbers 99 42 30 and 99 42 31 and all names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that Belgian Mobile ID and/or its affiliated companies own, manage, license, or otherwise control now or in the future, anywhere in the world, whether registered or not.
- Itsme Customer: any person having downloaded the itsme App and successfully completed the enrolment to use the itsme App and the related services.
- itsme Service: any combination of the itsme App and the related services provided to the itsme Customers.

## 3. DESCRIPTION OF QUOVADIS TRUST SERVICE

### a) General

The services provided in the context of this Agreement are only available to itsme Customers. Quovadis Trustlink provides Trust Service to the Users as defined in the eIDAS EU regulation 910/2014, by performing

the service of issuing of Qualified certificates for electronic signatures.

The itsme Customer is advised to familiarise him/her with the service provided by BMID by means of their itsme Service as these services have influence on the Trust Service provided by QuoVadis Trustlink to the itsme Customer.

## **b) The Trust Service**

The issuing of Qualified Certificates to individuals (natural persons) is strictly governed by EU regulation, Standards and national laws.

QuoVadis is responsible for the certificate services. In that context, Belgian Mobile ID acts as registration authority for QuoVadis, to which BMID provides the registration and subject device provisioning services.

For detailed process on how the issuing/ management for certificates are performed within the itsme service we refer to the itsme Practice Statement and Policies for details.

For the purpose of executing the trust services QuoVadis and BMID will retain logs on activities performed during the lifecycle of the certificate, all logs shall be retained for 7 years after the end date of the certificate in case of QuoVadis performed activities and 10 years in case of BMID performed activities.

## **4. USE, PURPOSE AND LIMITATIONS OF THE CERTIFICATE**

The User shall use the QuoVadis Certificate in accordance with these terms and only within the scope of the itsme service.

## **5. YOUR OBLIGATIONS**

### **a) Basic obligations**

- The User shall read the "WiSeKey QuoVadis Privacy Notice Highlights – Certificates and Signing" ("Privacy Notice") located at [https://www.quovadisglobal.com/Privacy/Certificate\\_privacy\\_highlights.aspx](https://www.quovadisglobal.com/Privacy/Certificate_privacy_highlights.aspx)
- The User accepts and agrees to the terms of this Agreement.
- The User agrees that for the purposes of issuance of a Certificate, his/her identification data, personal details are being transferred to QuoVadis. The Certificate Holder consents to QuoVadis retaining such registration information in accordance with the QuoVadis CP/CPS for root ca1/3.
- The User guarantees that the information on his/her itsme account is accurate and complete.
- The User acknowledges and agrees that the key pair is only used for signing within the itsme account, any (attempts to) use the key pair in any other way are not allowed. The User will not allow his key pair to be used by any unauthorized individual. This includes sharing the activation data (PIN) for his/her signing certificate.
- The User acknowledges and agrees that his private key (corresponding to the Public) is being created by the itsme systems and managed by Belgian Mobile ID. The User will take all reasonable measures necessary to maintain sole control of, keep confidential, and properly always protect the Private Key that corresponds to the Public Key to be included in the requested Certificate(s) (and any associated access information or device), among others by ensuring a correct use of the itsme service and the itsme App and complying with all the security requirements and obligations described in the itsme terms and conditions.
- The User acknowledges and agrees that the Certificate requires the use of a Qualified Electronic Signature Creation Device (QSCD) or Cryptographic Module which is provided by the itsme Service for the creation of digital signatures. The itsme Service generates the User signing keys on behalf of the Certificate Holder in a secure manner in accordance with industry leading practices.
- The User will promptly cease using a Certificate and its associated Private Key, and promptly request that the Certificate is revoked, in the event that:
  - any information in the Certificate is or becomes incorrect or inaccurate, or
  - there is any actual or suspected misuse or compromise of the Certificate Holder's Private Key associated with the Public Key listed in the Certificate;
- The Certificate Holder will promptly cease all use of the Private Key corresponding to the Public Key listed in a Certificate upon expiration or revocation of that Certificate.

## **b) Notification of loss, theft or any risk of fraudulent – revocation of certificate**

As soon as you become aware of the loss, theft, unauthorised use or risk of unauthorised use of

- (i) the Device You use to access Your itsme Account, or of
- (ii) Your itsme Account itself, You must immediately block Your itsme Account as described by the itsme terms and Conditions

You must:

- cease using a Certificate and its associated Private Key, and promptly request that the Certificate is revoked
- immediately inform the relevant police authority in the place where the loss, theft, counterfeiting or unauthorised use occurred and/or Belgian Mobile ID, as appropriate, through the channels made available on <https://www.itsme.be/en/faq> and in accordance with the instructions provided thereon.

## **6. YOUR LIABILITY**

### **a) General**

You may be held liable to indemnify QuoVadis and its subcontractors for any damages suffered by them, including without limitation, reasonable attorneys' fees following from a:

- (i) violation of this Agreement by You;
- (ii) Your misuse of the certificate; and/or
- (iii) violation or infringement of copyright or other intellectual property or other rights of third parties in the context of the itsme Service, including the QuoVadis Brand.

### **b) Gross negligence**

The following non-exhaustive list of circumstances may be deemed by QuoVadis as grossly negligent conduct by You, without the judge being bound by such qualifications. You shall indemnify and hold harmless QuoVadis from any and all damages and losses arising out of:

- use of a QuoVadis Certificate in a manner not authorised by QuoVadis;
- tampering with a QuoVadis Certificate; or
- any misrepresentations made obtaining or during the use of a QuoVadis Certificate.

In addition, the User shall indemnify and hold harmless QuoVadis from and against any and all damages (including legal fees) for lawsuits, claims or actions by third-parties relying on or otherwise using a QuoVadis Certificate relating to:

- the Certificate Holder's breach of its obligations under this Agreement or the CP/CPS;
- the Certificate Holder's failure to protect its Private Key for example by not keeping your itsme app safe; or
- claims (including without limitation infringement claims) pertaining to content or other information or data supplied by the Certificate Holder.

## **7. QUOVADIS'S OBLIGATIONS**

QuoVadis shall act as the Trust Service Provider, Certification Authority for the QuoVadis Certificate and perform its obligations as specified in this Agreement and the CP/CPS. QuoVadis is not responsible or liable for the cryptographic methods used in connection with the QuoVadis Certificate. QuoVadis represents and warrants that it has followed the requirements of the CP/CPS in issuing the Certificate and in verifying the accuracy of the information contained in the Certificate.

## **8. PRIVACY**

Your personal data will be processed in accordance with the Privacy Policy available here: [WISeKey QuoVadis Privacy Notice Highlights – Certificates and Signing](#)

## 9. LIABILITY, DISCLAIMER OF WARRANTIES

### a) Scope of liability, Exclusions and Limitation of Liability

Despite any contrary provision contained in this agreement or the cp/cps, the maximum liability of QuoVadis for any damages arising under this agreement will not exceed € 250,-.

In no event will QuoVadis be liable to the certificate holder or any third-party relying upon or otherwise making use of a QuoVadis Certificate for any indirect, special, punitive, incidental or consequential damages, even if QuoVadis has been advised of the likelihood of those damages in advance.

The User who uses a QuoVadis Certificate in a transaction where the potential liability exposure is greater than that certificate's maximum liability limit as specified in this clause 10.b. does so at the Certificate Holder's own risk.

### b) Disclaimer of Warranties

Except as expressly provided in the cp/cps, QuoVadis makes no representations or warranties, express, implied or otherwise, relating to any quovadis certificate or any related services provided by QuoVadis, including without limitation any warranty of noninfringement, merchantability or fitness for a particular purpose.

### c) Specific liability

Sections 9.a and 9.b hereabove apply without prejudice to QuoVadis' potential liability under any specific regulation applicable to his activities (including the law of 18 July 2017 on the electronic identification and its implementing decree and the regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions).

## 10. TERM OF THIS AGREEMENT AND TERMINATION

These Terms and Conditions remain in force until the earliest of:

- (i) the latest expiration date of the QuoVadis Certificates issued to You under this Agreement;
- (ii) a breach of the Certificate Holder's obligations under this Agreement;
- (iii) the Certificate Holder's written request; or
- (iv) revocation of all QuoVadis Certificates issued to You under this Agreement.

## 11. THIRD PARTY BENEFICIARIES

All application software and operating system vendors with whom QuoVadis has entered into a contract for inclusion of the QuoVadis Root Certificate as a trusted root Certificate in their software and all relying parties who actually rely on such Certificate during the period when the Certificate is valid are intended third party beneficiaries of this Agreement.

## 12. APPLICABLE LAW AND COMPETENT JURISDICTION

These General Terms & Conditions shall be governed by and construed in accordance with Belgian law. Subject to applicable consumer law provisions stating otherwise, any dispute arising out of or in connection with these General Terms & Conditions shall be submitted to the exclusive jurisdiction of the courts of Brussels, except for:

- Dispute between the Root CA is dealt with under Bermuda Law.

## 13. Complaints procedure

Complaints should be directed to BMID, in accordance with the terms and conditions APP ITSME found here: <https://www.itsme.be/legal/app-terms-and-conditions>. In case of a complaint about the certificate issuance or complaints by relying parties not connected to BMID complaints may be directed to QuoVadis directly.

The following procedure must be followed to lodge a complaint:

Complaints can be communicated to QuoVadis via the QuoVadis website using the "Contact Us" link at <https://www.quovadisglobal.com/ContactUs.aspx>. Complaints can also be communicated to QuoVadis verbally by phoning the relevant QuoVadis office. A list of QuoVadis offices and contact details are provided at

<https://www.quovadisglobal.com/Locations.aspx>. Complaints will be considered by QuoVadis management and then the appropriate steps will be taken.

Any controversy or claim between two or more Participants in the QuoVadis PKI (for these purposes, QuoVadis shall be deemed a "Participant" within the QuoVadis PKI) arising out of or relating to this QuoVadis CP/CPS shall be referred to an arbitration tribunal.

## 14. Notices

All notices provided by the User are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, to:

**QuoVadis Trustlink BVBA**, address to be found under Article 2 Definitions