

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

Terms & Conditions Subscribers ZealiD TRA Service

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1. Revision History

Date	Revision	Comment	Signed Off
2018-12-27	01	First draft	ML
2019-01-01	02	Improvements	PH
2019-02-19	03	Improvements	TZ
2019-05-09	04	Improvements	TZ
2019-06-19	06	Deviation	PH
2019-07-24	07	Chapter 3 rewording	PH
2019-08-26	08	Improvements	PH
2019-08-28	09	Chapter 4 updates	PH
2020-01-20	10	General Improvements, Brand	PH
2021-04-26	11	Overview	EM
2022-02-02	12	4. Updated to remove 3rd party data, sampling requirements. Added NFC journey 12. Updated to exclude third party data	EM

1 INTRODUCTION

1. These terms and conditions govern your access to and use of the ZealiD Trusted Registration Authority Service (ZealiD TRA Service hereinafter “the Service”). It is provided, owned and operated by ZealiD AB, a company registered with Bolagsverket in Sweden with registration number 556972-4288 (see chapter 18 for further details and contact information). ZealiD AB and its trading brand name ZealiD are hereinafter referred to as “ZealiD”/“we”/“us”/“our”.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

2. These terms and conditions form a legal agreement between you and ZealiD regarding the Service. Using the Service indicates that you accept these terms and conditions. If you do not accept these terms and conditions, please do not use the Service.
3. The Service is an eIDAS Registration Authority “Trust Service” operated under the most recent version of the ZealiD Trusted Service Practice Statement (“TSPS”) as indicated in the Repository on ZealiD website. The Service is assessed for conformity with the policies set forth in eIDAS Regulation (EU) 910/2014 (“eIDAS”), ETSI Standards 119 461, 319 401, 319 411-1, 319 411-2 (with QCP-n-qscd).
4. The Service meets related requirements where relevant of national German law where physical ID documents are used for the identification:
 - Anerkennung „innovativer Identifizierungsmethoden“ i. S. d. § 11 Absatz 3 VDG (Autolident);
5. TRA service meets the related elements of regulation (EU) 2016/679 (EU GDPR).

2 DEFINITIONS

Authentication	Unique identification of a person by checking his/her alleged identity.
CA	Certificate Authority
Certificate	Public Key, together with additional information, laid down in the Certificate Profile.
Certificate Authority	A part of the trust service provider’s structure responsible for issuing and verifying electronic Certificates and Certificate Revocation Lists with its electronic signature. ZealiD has created the ZealiD QeID Service that issues Certificates under CPS.
Confidential Information	information disclosed by (or on behalf of) one party to the other party in connection with these terms and conditions that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.
CPS	ZealiD QeID Service Certificate Practice Statement.
the Service or TRA Service	ZealiD Trusted Registration Authority Service. The Service is an eIDAS Registration Authority “Trust Service” operated under the most recent version of the ZealiD Trusted Service Practice Statement (“TSPS”) as indicated in the Repository on ZealiD website. The Service is assessed for conformity with the policies set forth in eIDAS Regulation

ZealID AB		Document name Terms & Conditions Subscribers ZealID TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

	(EU) 910/2014 (“eIDAS”), ETSI Standards 119 461, 319 401, 319 411-1, 319 411-2 (with QCP-n-qscd).
RA	Registration Authority
Registration Authority	Entity that is responsible for identification and registration of Subjects of Certificates. Additionally, the Registration Authority may accept Certificate applications, check the applications and/or forward the applications to the Certificate Authority.
Repository	ZealID published repository of applicable documents available at https://zealid.com/repository .
Qualified Electronic Certificate and or Signature	Advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a Qualified Certificate for electronic signatures.

3 The Service

1. The Service performs identification of natural persons remotely using a machine assisted manual process. All identification steps require your active participation and consent.
2. The Service provides the registration functionality for eIDAS Qualified Trust Service Providers (“QTSP”) that act as Certificate Authorities (“CAs”). CAs use the Service to perform eIDAS compliant registration authority services for qualified certificates and signatures.
3. The certificates and signatures issued by the CAs are used to assist online service providers seeking to identify you and enter into contractual relationships with you. These service providers (e.g. banks) need to comply with anti-money laundering, counter-terrorism, identification, age verification, youth media and esignature legislation and regulation.
4. The Service is provided via a smartphone app on iOS and Android platforms to you.

SELF SERVICE REGISTRATION

In addition to providing your email and mobile phone number, the Service will require you to go through a self-service registration process with the following steps:

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

- a. Select your country and input your contact details. This step is followed by a request to register the device for signing with qualified electronic signatures after the registration is completed.
- b. Demonstrate that you are physically present in front of your smartphone using a smartphone video selfie service (so called Zoom *Liveness* check). The Service will establish that you are physically present and capture high resolution photos and/or videos of your face used to verify your identity together with your ID Document photo (see step c below).
- c. Take pictures with your smartphone camera of a valid government issued Identity document (e.g. Passport) using the Service. If your document has an NFC Chip, allow ZealiD to read data contained within. Alternatively, proceed to do a video capture with a smartphone of the Identity document. The Service may extract, process and verify any and all data on the ID document, including biometric pictures and signatures. The Service may also process any unintentional personal data captured by you in the video stream.

ACTIVE CONSENT

5. You as the User carry out and complete all necessary steps for proceeding with the Service such as, taking a picture and videos with a smartphone camera of an Identity document and taking a selfie picture and video using the liveness module. You have full control over all phases of the completion of an identification and can abort at any time. The Service is based on your active participation and consent for each step.
6. ZealiD may ask to input your Card Access Number (CAN) in order to be able to read the data contained with an NFC Chip. If an identity document does not have a CAN, the code will be derived by processing MRZ data from a photo of the identity document. Your Card Access Number input is being processed only temporarily for your identity verification and not processed and stored further by ZealiD.

PERSONAL DATA PROCESSING

7. By using the Service, you agree that information about you, or otherwise submitted by you, including but not limited to name, surname, telephone number, email address, personal identity number and passport number/identity card number is used by the Service for the purpose of verifying your identity.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

8. You specifically consent to ZealiD processing and storing personal data that allow us to uniquely identify you as a natural person. Such personal data includes unique identifiers such as personal code, citizen service number, social security number, etc. For example, Dutch BSN (“burgerservicenummer”), Swedish personal number (“personnummer”) and Lithuanian personal code (“asmens kodas”).
9. You specifically consent to ZealiD automated processing and automated decision making of your personal data, like age (verification of you being over 18 years old), ID document data (verification of ZealiD supported documents, ID document issuing and validity dates), facial features (for the verification of liveness), NFC Signature validation (if present). During the liveness check the Subscriber’s camera view of the 3D face changes, observing perspective distortion and proving it is 3D. Relevant automated decisions are taken on the basis of a fully automated process without any human intervention.

SMARTPHONE PHOTO AND SELFIE VIDEO

10. We use automated software combined with manual vetting to process and read characters and words present on the Identity document, and process a selfie video and compare it with an ID document photo. Our Service uses artificial intelligence to assess the authenticity of the named identity documents.

ELECTRONIC SIGNATURE ISSUED BY CERTIFICATE AUTHORITY

11. As part of the Service you are asked to accept an authentication method (e.g. FaceID). This will be set up using your email and mobile phone for transmission of one time passwords. This is to prepare the CAs process of issuing certificates to you tied to your smartphone with a Private Key under your secure control. At the end of the registration process you can submit a Certificate application to the CA by signing a Subscriber Agreement including Terms and Conditions, and by accepting the Certificate.

AUTHORIZATION/PERMISSION TO FORWARD INFORMATION ABOUT THE USER

12. The identity data specified in the ZealiD TSPS is processed and verified during the registration process and forwarded by the Service to the CA for the purpose of registration authority duties where the CA issues a certificate and electronic signatures to you.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

13. Your permission to forward data includes personal data processed by our trusted sub-contractor IDnow GmbH (when an alternative identification procedure was chosen) and delivered to us as part of your registration process.

STORAGE OF PERSONAL DATA CAPTURED

14. The Service does not store your data after successful registration. The Service forwards the data to the CA.

4 FEES AND PAYMENT

You do not need to pay ZealiD for using the Service.

ZealiD provides identification services free of charge to you. Any connection or transmission charges incurred during the use of the Service and levied by the relevant internet provider must be borne by the user.

5 LICENCE GRANT AND USE OF SERVICE

In return for you agreeing to comply with these terms and conditions, ZealiD grants you a non-exclusive licence to use the Service on the device you use to access the Service. We only grant this licence to you and you cannot transfer or sell it to anyone else. We grant identical and similar licences to all users of the Service.

All images, text, icons and other content on the Service ("Content"), as well as the arrangement of the Content on the Service, is protected by copyright and other intellectual property rights. Except as provided in these terms and conditions, or otherwise in writing by ZealiD, you are not granted any licence to use the Content or its arrangement. Nothing in these terms and conditions grants you a licence to use any ZealiD trademarks or trademarks of any third parties on the Service.

You shall not copy, republish, frame, link to, download, transmit, modify, adapt, rent, lease, loan, sell, assign, distribute, license or sublicense the Service or any of the Content. No copyright and/or other intellectual property notices or watermarks on any Content shall be deleted or modified.

You shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service except to the extent allowed by law.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

If you breach any of the terms in these terms and conditions, your permission to use the Service automatically terminates. In addition, ZealiD shall have the right to block, restrict, disable, suspend or terminate your access to all or any part of the Service at any time in its discretion without liability to you.

6 YOUR ACCESS TO THE SERVICE

1. You will need a smartphone compatible with iOS or Android operating systems to access the Service.
2. While ZealiD endeavours to ensure that the Service is normally available 24 hours a day, ZealiD shall not be liable if for any reason they are unavailable at any time or for any period.
3. Access to the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond ZealiD's control.
4. You shall not use the Service if you are under the age of 18.
5. ZealiD strives to accommodate users with disabilities. Please refer to the ZealiD TSPS.

7 PRIVACY

ZealiD is committed to respecting your privacy and the privacy of all individuals using the Service. ZealiD's Privacy Policy can be found in the ZealiD TSPS, as well as a dedicated GDPR Privacy Policies and Procedures available at the www.zealid.com/repository. ZealiD privacy policy is incorporated into these terms and conditions by reference.

ZealiD will keep event logs for 12 years.

8 RESTRICTIONS

You shall not:

1. use the Service in any unlawful or technically harmful manner;
2. provide false, incomplete, obsolete or incorrect sources of identification, identification documents or identification data;
3. use the Service for any non personal, commercial purposes;

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

4. misuse the Service (including, without limitation, by hacking or inserting malicious code);
5. resell the Service;
6. infringe our or any third party's intellectual property rights in your use of the Service, and/ or its Content;
7. frame or use any framing techniques to enclose the Service or any part of it;
8. take any action that in our sole discretion places an unreasonable or disproportionately large load on servers or other infrastructure used by us; or
9. use the Service in any way which may cause, or be likely to cause, access to or use of the Service to be interrupted, damaged or impaired in any way;
10. disclose your personal login information (username, password, TAN Codes, PIN codes, CAN and etc.) in any other way that is not directly connected to the identification flow.

9 CONFIDENTIALITY

The recipient of any Confidential Information will not disclose that Confidential Information, except to group companies, employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities: (a) use such Confidential Information only to exercise the rights and fulfil obligations under this Agreement, and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

10 COMPLAINTS AND DISPUTES

For Complaints about the Service, ZealiD provides on its website a simple tool to submit Complaints. A form is available on our webpage <https://www.zealid.com/contact>. Alternatively ZealiD can be contacted via support@zealid.com.

Disputes related to this Service should first hand be settled by negotiations. Otherwise the dispute shall be settled in the Stockholm District Court, Sweden (Stockholms Tingsrätt).

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

11 LINKS TO THIRD PARTIES

Links to any third party apps and/or websites such as banks, mobile network operators, agencies and/or authorities on the Service are provided solely for your convenience. ZealiD has not reviewed these third party apps and websites and does not control and is not responsible for these apps/websites or their content or availability. ZealiD does not endorse or make any representations about them, or any material found there, any results that may be obtained from using them, or any products made available from them. If you decide to access any of the third party apps/websites linked to the App, or purchase any products from them, you do so entirely at your own risk.

12 DISCLAIMERS

1. While ZealiD endeavours to ensure that the content on the Service is correct, ZealiD does not warrant the accuracy and completeness of such content. ZealiD may make changes to the content at any time without notice. The content may be out of date and ZealiD makes no commitment to update such material.
2. If you are in any doubt as to whether any information is relevant or required to be disclosed or that something may be incorrect you should inform support@zealid.com
3. The material on the Service is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, ZealiD provides you with the Service on the basis that ZealiD excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms and conditions, might have effect in relation to the Service.

13 INDEMNITY

You shall indemnify ZealiD against any loss, damages, costs or expenses which are awarded against or incurred by ZealiD as a result of any claim or threatened claim (including any claim or threatened claim by a third party) arising out of or related to:

1. any breach by you of any of these terms and conditions or applicable law;
2. your misuse of the Service;

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

3. your infringement of intellectual property rights; and/or
4. your failure to provide accurate, up to date information.

14 LIABILITY

1. Nothing in these terms and conditions shall exclude or limit either your or ZealiD's liability for:
 - a. death or personal injury resulting from the negligence of the other or their servants, agents or employees; or
 - b. fraud or fraudulent misrepresentation.
2. Save to the extent that these terms and conditions state otherwise, nothing in these terms and conditions shall exclude or limit your liability under clause 13 (Indemnity).
3. Subject to clauses 14.1 and 14.2, neither you nor ZealiD shall be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with these terms and conditions for any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);
 - a. any loss of goodwill or reputation; or
 - b. any special, indirect or consequential losses;

in any case, whether or not such losses were within the contemplation of you or ZealiD at the date of these terms and conditions, suffered or incurred by you or ZealiD arising out of or in connection with the provisions of, or any matter under these terms and conditions.

4. Subject to clauses 14.1, 14.2 and 14.3, each party's total liability to the other in relation to all events or series of connected events occurring under these terms and conditions (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to €10,000.
5. Nothing in these terms and conditions excludes any statutory rights which may apply to your use of the Service which cannot be excluded, restricted or modified by contract.

15 TERMINATION

1. We may terminate these terms and conditions immediately by written notice to you:

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

- a. if you commit a material or persistent breach of these terms and conditions which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and/or
 - b. if you breach clause 8.1.
2. You may discontinue your use of the Service at any time. These terms and conditions will continue to apply to past use of the Service by you.
 3. On termination for any reason:
 - a. all rights granted to you under these terms and conditions shall cease; and
 - b. you must immediately cease all activities authorised by these terms and conditions.

16 ASSESSMENT OF OUR SERVICE

Our Service is a Trusted service defined in the EU eIDAS regulation.

The policies and standards governing this service are:

- ETSI TS 119 461 Electronic Signatures and Infrastructures (ESI); Policy and security requirements for trust service components providing identity proofing of trust service subjects;
- ETSI EN 319 401 General Policy Requirements for Trust Service Providers;
- ETSI EN 319 411 1/2 Policy and security requirements for Trust Service Providers issuing certificates;
- Relevant ISO standards e.g. 27001;
- In addition, where physical ID documents are used for the applicant identification:
 - a) Anerkennung „innovativer Identifizierungsmethoden“ i. S. d. § 11 Absatz 3 VDG (Autoident);
- Regulation (EU) 2016/679 (EU GDPR).

Our Service is audited for conformity with the Certificate Policy by:

Security Research & Consulting GmbH
Emil-Nolde-Str. 7
53113 Bonn
Germany
<https://src-zert.de/en/>

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

17 MISCELLANEOUS

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by any act or event beyond our reasonable control, including non availability of the Service caused by your own error, unavailability of third party platforms, errors caused by API providers (or similar), network problems or outages (“Event Outside Our Control”). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms and conditions:
 - a. our obligations under these terms and conditions shall be suspended for the duration of the Event Outside Our Control; and
 - b. we will use our reasonable endeavours to find a solution by which our obligations under these terms and conditions may be performed despite the Event Outside Our Control.
2. We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions.
3. You may only transfer your rights or obligations under these terms and conditions to another person if we agree in writing.
4. A person who is not a party to these terms and conditions has no right to enforce any term of these terms and conditions.
5. If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
6. Each of the conditions of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
7. These terms and conditions shall be governed by and construed in accordance with Swedish law. Any complaints regarding the Service can be made via email (legal@zealid.com), or via the online complaint <https://www.zealid.com/contact>).
8. These terms and conditions do not apply to your use of the website www.zealid.com.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-05-19	Revision 12

18 CONTACT INFORMATION

These Terms and Conditions are published on ZealiD website:

<https://www.zealid.com/repository>

You can contact us about our ZealiD Service by email to support@zealid.com.

You can contact our Data Protection Officer email dpo@zealid.com for more information about what personal data is processed as part of the ZealiD Service.

Any complaints regarding the Service can be made via email legal@zealid.com, or via the online complaint form <https://www.zealid.com/contact>.

ZealiD AB

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111 43 Stockholm, Sweden

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