

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

# Terms & Conditions for ZealiD QeID

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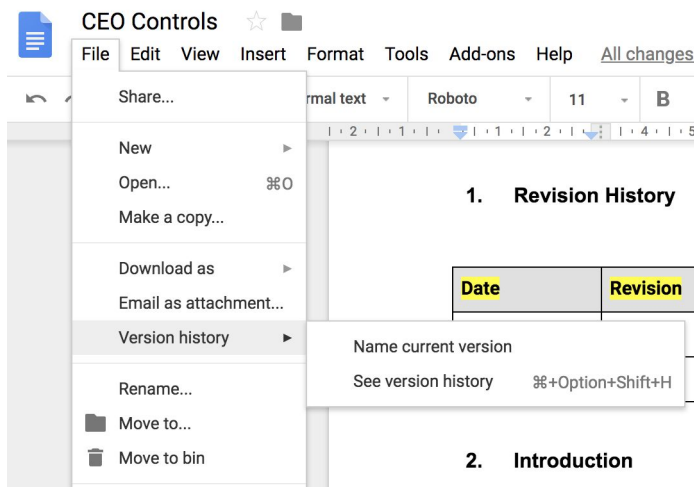
<b>Revision History</b>	<b>3</b>
<b>Definitions and Acronyms</b>	<b>4</b>
<b>General Terms</b>	<b>5</b>
<b>Certificate Acceptance</b>	<b>6</b>
<b>Certificate Type, Validation Procedures and Usage</b>	<b>6</b>
<b>Reliance Limits</b>	<b>7</b>
<b>Subscriber's Rights and Obligations</b>	<b>7</b>
<b>ZealiD's Rights and Obligations</b>	<b>8</b>
<b>Certificate Status Checking Obligations of Relying Parties</b>	<b>8</b>
<b>Obligations of other participants</b>	<b>9</b>
<b>Limited Warranty and Disclaimer/Limitation of Liability</b>	<b>9</b>
<b>Termination of ZealiD QeID</b>	<b>10</b>
<b>Preservation of Subscriber's Personal Data</b>	<b>10</b>
<b>Preservation of Operational Data</b>	<b>10</b>
<b>Conditions on continuation of use of ZealiD QeID</b>	<b>11</b>
<b>Applicable Agreements, CPS, CP</b>	<b>11</b>
<b>Privacy Policy and Confidentiality</b>	<b>11</b>
<b>Contact Information</b>	<b>12</b>

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

## 1. Revision History

Date	Revision	Comment	Contributor
2018-12-27	00	First draft	May-Lis Farnes
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<b>ZealiD AB</b>		Document name <b>Terms &amp; Conditions ZealiD QeID</b>		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

## 2. Definitions and Acronyms

Qualified Electronic Signature	Qualified Electronic Signature according to eIDAS Regulation.
Qualified Electronic Signature Certificate	Qualified Electronic Signature Certificate according to eIDAS Regulation.
Qualified Electronic Signature Creation Device	A Secure Signature Creation Device that meets the requirements laid down in eIDAS Regulation.
Authentication	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, rendered unforgettable via encipherment using the Private Key of the Certificate Authority which issued it
Certificate Authority (CA)	A part of ZealiD AB's (hereinafter "ZealiD") structure responsible for issuing and verifying electronic Certificates and Certificate Revocation Lists with its electronic signature.
CP	See ZealiD QeID Service CPS for Certificate Policy references.
CPS	ZealiD QeID Service Certification Practice Statement.
Customer Support	Customer Support provides user support for solving problems related to ZealiD App usage.
Customer Support @ ZealiD TRA Service	Customer support is accessible via phone, email and app interaction. Customer Support accepts requests regarding ZealiD QeID Service Certificates from the Subscribers.
eIDAS	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
ZealiD	A product brand name (consumer facing) of ZealiD AB, a Swedish limited liability company, registration number 556972-4288, a provider of the certification service.
ZealiD TRA Services	A part of ZealiD that is providing electronic authentication means and who is responsible for creating electronic identities which are used for issuing ZealiD QeID Service Certificates.
ZealiD QeID	ZealiD eID which contains one pair of Certificates consisting of the Authentication Certificate and the Qualified Electronic Signature Certificate and their corresponding Private Keys.
ZealiD QeID Service CPS	ZealiD's Trust Services Practice Statement.
ZealiD App	ZealiD App is an iOS/Android App based solution which combines registration remotely (ZealiD TRA Service) with providing a Subscriber with means for Electronic Authentication and Electronic Signature (ZealiD QeID Service).
ZealiD TRA Service	ZealiD TRA Service is an ZealiD function that based on manual and machine process manages all applications for ZealiD Qualified Certificates. ZealiD TRA Service also accepts applications for

<b>ZealiD AB</b>		Document name <b>Terms &amp; Conditions ZealiD QeID</b>		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

	revocation of the Certificates.
OCSP	Online Certificate Status Protocol
OID	An identifier used to uniquely name an object.
PIN Code	Activation code for a Private Key.
Private Key	The key of a key pair that is assumed to be kept in secret by the holder of the key pair, and that is used to create electronic signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key. In the ZealiD QeID Service, the value of Private Key itself is never generated and the Private Key exists only in the form of its components.
Public Key	The key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by Relying Parties to verify electronic signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.
Relying Party	A third party, which uses services provided by the ZealiD System to enroll/register, authenticate and to allow Subscribers to electronically sign documents or transactions.
Relying Party	Relying Party Entity that relies on the information contained within a Certificate.
SLA	Service Level Agreement
Subscriber	A natural person to whom the ZealiD QeID Service Certificates are issued.
Terms and Conditions	Present document that describes the obligations and responsibilities of the Subscriber while using the Certificates.

### 3. General Terms

- 3.1. These Terms and Conditions describe the main policies and practices followed by ZealiD and provided in the ZealiD QeID CP and CPS
- 3.2. For the purpose of these Terms & Conditions, ZealiD uses the term "Qualified" for certificates and signatures that meet the corresponding technical requirements of eIDAS and ETSI standards. **The services are under certification which means that ZealiD is not yet a certified or notified Qualified Trust Service Provider and the certificates and signatures do not yet meet the legal requirements of Qualified Trust Services.**
- 3.3. The Terms and Conditions govern Subscribers' use of the Certificates and constitute a legally binding contract between Subscriber and ZealiD
- 3.4. The Subscriber has to be familiar with and accept the Terms and Conditions.

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

- 3.5. ZealiD has the right to amend the Terms and Conditions at any time should ZealiD have a justified need for such amendments. Information on the amendments will be published on the website <https://www.zealid.com/repository>
- 3.6. The Subscriber can apply for an ZealiD QeID only personally, except for minors (under 18 who are not accepted). The ZealiD QeID cannot be issued to a representative.

#### 4. Certificate Acceptance

- 4.1. After ZealiD has issued the Certificates, the Subscriber verifies correctness of the data in the Certificates. If the Subscriber has verified that the data in the Certificates is correct, the Subscriber confirms correctness of the information. Corresponding confirmation is deemed Certificate acceptance.

#### 5. Certificate Type, Validation Procedures and Usage

	Usage	Certification Policy Applied and Published	OID
ZealiD QeID Certificates	Qualified Electronic Signature Certificate is intended for: creating Qualified Electronic Signatures compliant with eIDAS.	ZealiD AB - ZealiD QeID CPS - <a href="https://www.zealid.com/repository">https://www.zealid.com/repository</a>	See CPS

- 5.1. The use of the Subscriber's Certificates is prohibited for any of the following purposes:
- 5.1.1. unlawful activity (including cyber attacks and attempt to infringe the Certificates of ZealiD QeID Services);
  - 5.1.2. issuance of new Certificates and information regarding Certificate validity;
  - 5.1.3. enabling other parties to use the Subscriber's Private Key; .
  - 5.1.4. enabling the Certificate issued for electronic signing to be used in an automated way;

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

- 5.1.5. using the Certificate issued for electronic signing for signing documents which can bring about unwanted consequences (including signing such documents for testing purposes).
- 5.2. The Subscriber Authentication Certificate can not be used to create Qualified Electronic Signatures compliant with eIDAS.

## 6. Reliance Limits

- 6.1. Certificates become valid as of the date specified in the Certificate
- 6.2. The validity of the Certificate expires on the date of expiry indicated in the Certificate or if the Certificate is revoked.
- 6.3. Audit logs are retained on-site for no less than 10 years. Physical or digital archive records regarding Certificate applications, registration information and requests or applications for revocation are retained for at least 10 years after the expiry of the relevant Certificate.

## 7. Subscriber's Rights and Obligations

- 7.1. The Subscriber has the right to submit an application via the ZealiD App (ZealiD TRA Service) for issuing the Certificate for ZealiD QeID
- 7.2. The Subscriber is obligated to:
  - 7.2.1. accept these Terms and Conditions
  - 7.2.2. adhere to the requirements provided by ZealiD QeID Service
  - 7.2.3. use his/her Private Keys solely for creating Qualified Electronic Signatures
  - 7.2.4. use his/her Private Key and Certificate in accordance with the Terms and Conditions and the laws of Sweden and the European Union;
  - 7.2.5. ensure that he/she no longer uses his/her Private Key, in the case of being informed that his/her Certificate has been revoked or that the issuing CA has been compromised;
  - 7.2.6. ensure that Subscriber's Private Key is used under his/her control; .
  - 7.2.7. present true and correct information including all Subscriber generated information, liveness checks and photos of documentation to ZealiD QeID via the Registration Authority service
  - 7.2.8. notify ZealiD QeID of the correct details during a reasonable time, in case of a change in his/her personal details;

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

- 7.2.9. immediately inform ZealiD of a possibility of unauthorised use of his/her Private Key and revoke his/her Certificates;
- 7.2.10. immediately revoke his/her Certificates if his/her Private Key has gone out of his/her possession.

## 8. ZealiD's Rights and Obligations

- 8.1. ZealiD is obligated to:
  - 8.1.1. supply certification service in accordance with the applicable agreements and legislation
  - 8.1.2. ensure that ZealiD QeID is recognised as a Qualified Signature Creation Device
  - 8.1.3. keep account of the certificates issued by it and of their validity;
  - 8.1.4. provide security with its internal security procedures;
  - 8.1.5. provide the possibility to check the validity of certificates 24 hours a day;
  - 8.1.6. provide the certification keys are protected by hardware security modules (i.e. HSM) and are under the sole control of ZealiD;
  - 8.1.7. provide the certification keys used in the supply of the certification service are activated on the basis of subscriber consent.

## 9. Certificate Status Checking Obligations of Relying Parties

- 9.1. A Relying Party shall study the risks and liabilities related to acceptance of the Certificate. The risks and liabilities have been set out in the ZealiD QeID Service CPS.
- 9.2. If not enough evidence is enclosed to the Certificate or Electronic Signature with regards to the validity of the Certificate, a Relying Party shall verify the validity of the Certificate on the basis of certificate validation services offered by ZealiD at the time of using the Certificate or affixing a Qualified Electronic Signature.
- 9.3. A Relying Party shall follow the limitations stated within the Certificate and make sure that the transaction to be accepted corresponds to the CPS and CP.
- 9.4. ZealiD ensures availability of Certificate Status Services 24 hours a day, 7 days a week with a minimum of 99.5% availability overall per year with a scheduled downtime that does not exceed 0.3% annually.
- 9.5. ZealiD offers OCSP service for checking Certificate status. Service is accessible over HTTP protocol. A Relying Party shall verify the validity of the Certificate by checking Certificate validity against OCSP. ZealiD offers OCSP with following checking availability:



<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

- 9.5.1. OCSP service is free of charge and publicly accessible at <http://www.zealid.com/ocsp>.
- 9.5.2. The URL of the OCSP service is included in the Certificate on the Authority Information Access (AIA) field in accordance with the Certificate Profile.
- 9.6. Revocation status information of the expired Certificate can be requested at the email address [info@zealid.com](mailto:info@zealid.com)
- 9.7. OCSP service contains Certificate status information until the Certificate expires.

## 10. Obligations of other participants

- 10.1. ZealiD QeID Provider ensures that:
  - 10.1.1. It adheres to the key generation and storage procedures under its control and described in the CPS
  - 10.1.2. it adheres to provisions of fees described in the CPS
  - 10.1.3. it transfers the correct Certificate and correct Certificate status information.

## 11. Limited Warranty and Disclaimer/Limitation of Liability

- 11.1. The Subscriber is solely responsible for the maintenance of his/her Private Key
- 11.2. The Subscriber is solely and fully responsible for any consequences of Authentication and Electronic Signature using their Certificates both during and after the validity of the Certificates.
- 11.3. The Subscriber is solely liable for any damage caused due to failure or undue performance of his/her obligations specified in the Terms and Conditions and/or the laws of Sweden.
- 11.4. The Subscriber is aware that Electronic Signatures given on the basis of expired or revoked Certificates are invalid.
- 11.5. ZealiD ensures that:
  - 11.5.1. the certification service is provided in accordance with CPS, CP and the relevant legislation of Sweden and European Union;
  - 11.5.2. the certification keys are protected by hardware security modules (i.e. HSM) and are under the sole control of ZealiD
  - 11.5.3. the certification keys used to provide the certification service are activated on the basis of shared control;

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

- 11.5.4. it has compulsory insurance contracts covering all ZealiD services to ensure compensation for damages caused by ZealiD breach of obligations;
- 11.5.5. it informs all Subscribers before ZealiD terminates service of Certificates and maintains the documentation related to the terminated service of Certificates and information needed according to the process set out in CPS.

11.6. ZealiD is not liable for:

- 11.6.1. the secrecy of the Private Keys of the Subscribers, any misuse of the Certificates or inadequate checks of the Certificates or for the wrong decisions of a Relying Party or any consequences due to error or omission in Certificate validation checks;
- 11.6.2. the non-performance of its obligations if such non-performance is due to faults or security problems of the supervisory body, the data protection supervision authority, Trusted List or any other public authority;
- 11.6.3. the failure to perform if such failure is occasioned by force majeure.

## 12. Termination of ZealiD QeID

To ensure sustainability and durability of the ZealiD QeID, and confidence of Subscribers and Relying parties on the continuity, ZealiD maintains an up-to-date termination plan, in case of a scheduled or unscheduled termination as referred to in Art.24.2(i) of the eIDAS regulation. ZealiD's objective is to secure that ZealiD QeID qualified signatures created before the termination will not lose trustworthiness or validity because of that termination and it should still be possible to validate them afterwards.

### 12.1. Preservation of Subscriber's Personal Data

In the case of termination, ZealiD will secure that Subscriber's Personal Data, provided for the issuance of certificates and signatures, is securely preserved with a Custodian or Supervisory body for at least 10 years.

### 12.2. Preservation of Operational Data

In the case of termination, ZealiD will secure that operational data such as archives, event logs etc are securely preserved with a Custodian or Supervisory body for at least 10 years.

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

### 12.3. Conditions on continuation of use of ZealiD QeID

ZealiD QeID service will in case of termination give three (3) months notice period after which issuance of ZealiD QeID certificates and signatures will be discontinued.

## 13. Applicable Agreements, CPS, CP

13.1. Relevant agreements, policies and practice statements related to Terms and Conditions for use of Certificates are:

- 13.1.1. ZealiD Certification Practice Statement, published at <https://www.zealid.com/repository/>. This also contains references to the legal acts that form the Certificate Policy.
- 13.1.2. ZealiD Trust Services Practice Statement, published at <https://www.zealid.com/repository/>.
- 13.1.3. Certificate and OCSP Profile for ZealiD QeID, published at <https://www.zealid.com/repository/>.
- 13.1.4. Principles of Processing Personal Data, published at <https://www.zealid.com/repository/>.

13.2. Current versions of all applicable documents are publicly available in the ZealiD repository <https://www.zealid.com/repository/>.

## 14. Privacy Policy and Confidentiality

- 14.1. ZealiD follows the Principles of Processing Personal Data, provided in the ZealiD repository <https://www.zealid.com/repository/>, when handling personal information and logging information.
- 14.2. The Subscriber is aware and agrees to the fact that during the use of Certificate in Enrollment/registration, Authentication, the person conducting the identification is sent the Certificate that has been entered in the Subscriber's ZealiD ID and contains the Subscriber's name and personal identification code.
- 14.3. The Subscriber is aware and agrees to the fact that during the use of Certificate for Qualified Electronic Signature, the Certificate that has been entered in the Subscriber's ZealiD QeID and contains the Subscriber's name and personal identification code is added to the document the Subscriber electronically signs.

<b>ZealiD AB</b>		Document name Terms & Conditions ZealiD QeID		
Owner CEO	Class Public	Category Steering	Date 2019-10-29	Revision 05

- 14.4. All information that has become known while providing services and that is not intended for disclosure (e.g. information that had been known to ZealiD because of operating and providing Trust Services) is confidential.
- 14.5. The Subscriber has the right to obtain information from ZealiD about him/herself pursuant to the law. ZealiD secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties by implementing different security controls.
- 14.6. ZealiD has the right to disclose information about the Subscriber to a third party who pursuant to relevant laws and legal acts is entitled to receive such information.
- 14.7. Additionally, non-personalised statistical data about ZealiD's services is also considered public information. ZealiD may publish non-personalised statistical data about its services.

## 15. Contact Information

Trust Service Provider ZealiD, ZealiD AB, Registration number 556972-4288, Box 3437, 111 56 Stockholm, Sweden, Phone + E-mail: [info@zealid.com](mailto:info@zealid.com)

Any complaints arising from the service or these Terms & Conditions shall be communicated to [legal@zealid.com](mailto:legal@zealid.com) or using the online form "Report and Issue" on <https://www.zealid.com>.

The applications for revoking ZealiD QeID certificates are accepted 24/7 via the Customer Support. The Customer Support may be contacted at: [support@zealid.com](mailto:support@zealid.com)