

<b>ZealiD AB</b>		Document name Terms & Conditions Subscribers My ZealiD Service		
Owner CEO	Class P (public)	Category Steering	Date 2020-10-08	Revision 02

Terms & Conditions and Data  
Processing Agreement  
[my.zealid.com](https://my.zealid.com)

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## 1. Revision History

Date	Revision	Comment	Signed Off
2020-09-01	01	First version	PH
2020-10-08	02	Updates in Consent	PH

## 1 INTRODUCTION

1. These terms and conditions govern your access to and use of the My.ZealiD.com 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 17 for further details and contact information). ZealiD AB and its trading brand name ZealiD are hereinafter referred to as "ZealiD"/"we"/"us"/"our".
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.

## 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 this 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

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	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.
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### 3 The Service

- A. The Service performs electronic signing of documents uploaded via a web interface (<https://my.zealid.com>) in PDF format.
- B. The Service is designed to allow only holders of ZealiD App to apply electronic signatures on the aforementioned PDF documents. The Service is designed to work together with the ZealiD QeID service as directed from ZealiD App (see <https://www.zealid.com/en/repository>).

#### SELF SERVICE REGISTRATION & AUTHENTICATION

The Service will require you have registered in ZealiD App before hand and then to go through an authentication and signing process with the following steps:

- C. Press Sign-in. You will be presented with either a QR code for you to scan with ZealiD app or, if you are in a mobile web environment, a deep link that opens your app for authentication.
- D. Once successfully signed in using ZealiD App, you will be able to use the functionality shown to you within the My ZealiD interface.
- E. You can check that the personal data contained therein is correct.
- F. To sign a document you can press “upload document” and follow the instructions to get a document signed.

#### ACTIVE CONSENT

- G. You as the User carry out and complete all necessary steps for proceeding with the Service such as authenticating to your online account, uploading a document and signing it with ZealiD app. You have full control over all phases of the document signing

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and can abort at any time. The service is based on your active participation and consent for each step.

#### PERSONAL DATA PROCESSING

H. By using the Service, you agree that any personal information contained in your documents can be lawfully processed under your controllership by the Service. By agreeing to these terms and conditions, you give ZealiD an assignment to process all personal data contained in the document including but not limited to name, address, telephone number, email address, bank account number, personal identity number, passport number/identity card number. You also warrant that you have been given the right by all personal data subject(s) to assign data processing rights to ZealiD for the personal data.

#### ELECTRONIC SIGNATURE ISSUED BY CERTIFICATE AUTHORITY

I. As part of the Service you acknowledge that the ZealiD QeID Service is acting as the Certificate Authority controlling your signature creation with ZealiD App under separate Terms and Conditions.

#### STORAGE OF PERSONAL DATA CAPTURED

- J. The Service will automatically create an account in your name upon successful authentication.
- K. Any files uploaded to your account will be **stored only for a period of 30 days and automatically deleted with no backup or copy.**

## 4 FEES AND PAYMENT

You do not need to pay ZealiD for using the Service unless otherwise stated in a subscription version of the service.

ZealiD provides document signing services free of charge to you provided you remain within the limits of the number of signed documents and features stated in the Service interface.

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## 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.

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 with ZealiD App downloaded 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.

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5. ZealiD strives to accommodate users with disabilities. Please refer to the ZealiD CPS.

## 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 repository [www.zealid.com/repository](http://www.zealid.com/repository). ZealiD privacy policy is incorporated into these terms and conditions by reference.

ZealiD will keep event logs for 10 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;
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;

## 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

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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/en/contact>. Or alternatively ZealiD can be contacted via [support@zealid.com](mailto: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).

## 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. Before you upload any content to the Service you shall ensure that no information or content therein is covered by contractual or legal obligations limiting the processing of the data by ZealiD and the Service.

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3. 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](mailto:support@zealid.com)
4. 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;
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



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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:
  - 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.

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## 16 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](mailto:legal@zealid.com)), or via the online complaint <https://www.zealid.com/en/contact>).
8. These terms and conditions do not apply to your use of the website [www.zealid.com](http://www.zealid.com).

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## 17 CONTACT INFORMATION

These Terms and Conditions are published on ZealiD website:

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

You can contact us about our ZealiD Service by email to [support@zealid.com](mailto:support@zealid.com).

You can contact our data protection officer email [dpo@zealid.com](mailto:dpo@zealid.com) for more information about what personal data is stored as part of the ZealiD Service.

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

ZealiD AB

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