ZEALID TRUST CIRCLE

GENERAL TERMS & CONDITIONS

Effective Date: 1 March 2026 | Version 2.0 | Replaces my.zealid.com Terms of Service

SERVICE PROVIDER

ZealiD AB

Reg. No. 556972-4288
Visiting: Norrlandsgatan 10, 111 43 Stockholm, Sweden
Postal: Box 3437, 111 56 Stockholm, Sweden
Qualified Trust Service Provider (QTSP)
Supervised by PTS (Swedish Post and Telecom Authority)
Registered with IMY (Swedish Authority for Privacy Protection, no. 556972-4288)
General: support@zealid.com | Legal: legal@zealid.com | DPO: dpo@zealid.com

COUNTERPARTY

Account Holder

The individual or entity registering or controlling an Account in ZealiD Trust Circle, as identified during the Registration Flow or applicable Order Form.

These Terms replace and supersede the my.zealid.com Terms of Service in their entirety from the Effective Date.

See Addendum A (Natural Persons) or Addendum B (Legal Entities) for supplementary terms applicable to your Account type.

Addenda: These General Terms are supplemented by Addendum A (Natural Persons / Individuals) and Addendum B (Legal Entities / Businesses), each of which forms part of the agreement. In case of conflict between an Addendum and these General Terms, the Addendum prevails for its Account type.

Repository: All referenced policies, service documentation, insurance certificates, and practice statements are published at https://www.zealid.com/en/repository

ZEALID TRUST CIRCLE — DOCUMENT ARCHITECTURE OVERVIEW

The ZealiD Trust Circle legal framework consists of five layers of documents. This overview is reproduced in every document in the framework so that any reader — whether Account Holder, legal counsel, auditor, data protection authority, or supervisory body — can immediately understand the full structure regardless of which document they are reading.

Layer	Document	Purpose	Applies to	Negotiable?
1	**TSPS — TRA Service Practice Statement**	Governing document for ZealiD's Trusted Registration Authority service. Defines identity proofing procedures, subscriber obligations, liability, and event log retention. TRA identity proofing via the ZealiD App is a mandatory	All Trust Circle users — mandatory prerequisite	No — regulatory, audited, non-negotiable

		prerequisite for all Trust Circle Account activation — every user completes this step before their Account becomes active. Audited annually by accredited conformity assessment body.		
1	**QeID Certificate Practice Statement (CPS)**	Governing document for ZealiD's qualified certificate and signing service. Defines certificate issuance, management, revocation, and reliance rules under eIDAS. A QeID qualified certificate is issued to every user as part of the mandatory ZealiD App onboarding — it is the cryptographic credential underpinning all authentication and signing in Trust Circle. Audited annually.	All Trust Circle users — mandatory prerequisite	No — regulatory, audited, non-negotiable
2	**Trust Circle Service Specification**	Defines what Trust Circle delivers: plan tiers, freemium inclusions, feature descriptions, fair-use parameters, API rate limits, storage allowances, data retention periods, and post-termination export windows. This is the single authoritative source for operational parameters referenced throughout the commercial documents.	All Account Holders	No — published by ZealiD, updated with notice per GTC §6.1
3	**General Terms & Conditions (GTC)**	Primary commercial agreement governing the Trust Circle platform. Covers definitions, service description, transition from my.zealid.com, order of precedence, fees, IP, confidentiality, acceptable use, liability, termination, and dispute resolution. Accepted click-through at Registration Flow.	All Account Holders	No (standard) / Limited (Order Form)
3	**Addendum A — Natural Persons**	Supplementary terms for Individual Account Holders. Covers consumer rights, solo certificate requirement, biometric consent, device security, and freemium/paid payment mechanics. Takes precedence over GTC for Individual Accounts.	Individual Account Holders only	No — standard terms
3	**Addendum B — Legal Entities**	Supplementary terms for Business Account Holders. Covers multi-user administration, resale, API licensing, 24-month liability cap, trademark consent, invoicing by agreement, and 90-day termination notice. Takes precedence over GTC for Business Accounts.	Business Account Holders only	Limited — Order Form may vary specific terms
3	**Order Form**	Executed commercial instrument for negotiated Business Accounts. Specifies custom pricing, invoiced billing, SLA commitments, integration scope, and any agreed deviations from Addendum B. Only applies where explicitly agreed. Takes precedence over Addendum B and GTC.	Negotiated Business Accounts only	Yes — fully negotiable
4	**Data Processing Agreement (DPA)**	GDPR Article 28-compliant processor agreement governing ZealiD's processing of personal data on behalf of Account Holders (Controllers). Includes four Annexes: processing particulars (Annex I), technical and organisational measures (Annex II), sub-processor framework (Annex III), and international transfer mechanism/SCCs (Annex IV). Accepted click-through at Registration Flow.	All Account Holders where GDPR Article 2 applies	Limited — SCC module selection; sub-processor objection right
4	**Privacy Policy**	Governs ZealiD's own processing as independent Controller: website visitors, leads, analytics, employees, TRA/QeID subscribers, and billing. Separate from and not governed by the DPA. Published at the repository.	All persons interacting with ZealiD directly	No — ZealiD's own controller obligations
5	**Acceptable Use Policy (AUP)**	Defines permitted and prohibited conduct for all platform users: identity/signing rules, content standards, platform integrity, API use, fair use,	All Account Holders and Authorised Users	No — standard conduct rules

		operator obligations, and enforcement. Applies to all Account Holders, Authorised Users, API integrators, and white-label deployments.	

Conflict Resolution: In the event of any conflict between documents, the document higher in the layer table prevails to the extent of the inconsistency. Within Layer 3, the Order Form prevails over Addendum B, which prevails over the GTC. Standard Contractual Clauses (Annex IV of the DPA) prevail over the DPA for international transfers. All documents are published at https://www.zealid.com/en/repository.

Data Hosting Default: Unless otherwise agreed in writing (via an Order Form or separate written agreement), all Account Content is hosted and stored exclusively in ZealiD-managed, sole-operational-control infrastructure within the European Economic Area. No third party has independent access to unencrypted Account Content. This reflects both ZealiD's commercial commitment and its mandatory obligations as a Qualified Trust Service Provider under eIDAS, audited annually under ETSI EN 319 401. The governing provisions are GTC §10.5 and DPA §11.1.

WHICH DOCUMENTS APPLY TO EACH ACCOUNT TYPE

Document	Freemium Individual	Paid Individual	Business Account (Self-Serve)	Negotiated Business / Enterprise
TSPS / CPS	✓ Mandatory prerequisite	✓ Mandatory prerequisite	✓ (each user)	✓ (each user)
Service Specification	✓	✓	✓	✓
GTC	✓	✓	✓	✓
Addendum A	✓	✓	—	—
Addendum B	—	—	✓	✓
Order Form	—	—	—	✓
DPA	If GDPR Art. 2 applies	If GDPR Art. 2 applies	✓	✓
AUP	✓	✓	✓	✓
Privacy Policy	✓ (ZealiD as Controller)	✓ (ZealiD as Controller)	✓ (ZealiD as Controller)	✓ (ZealiD as Controller)

Acceptance mechanism: All documents except the Order Form and the TSPS/CPS are accepted by click-through during the Registration Flow. The Order Form is executed in writing between ZealiD and the Business Account Holder. The TSPS and CPS are non-negotiable regulatory documents — use of TRA or QeID services constitutes acceptance of their terms by operation of law.

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1. DEFINITIONS

In these Terms the following capitalised terms have the meanings below. Terms relating to qualified trust services (including Subscriber, Relying Party, Certificate, Private Key, QSCD, and Signatory) have the meanings given to them in the applicable ZealiD TRA Service Practice Statement (TSPS) and ZealiD QeID Certificate Practice Statement (CPS), both published at https://www.zealid.com/en/repository, and those definitions are incorporated here by reference.

Account	A logical container within Trust Circle used for document storage, access, sharing, certificate-related workflows, and signing operations.
Account Content	All documents, data, metadata, and other materials uploaded, stored, or processed within an Account by or on behalf of the Account Holder.
Account Holder	The individual or entity that registers or controls an Account in Trust Circle. References to Account Holder include its Authorised Users where context requires.
Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with a party to these Terms.
AUP	The Trust Circle Acceptable Use Policy, published at https://www.zealid.com/en/repository, governing permitted and prohibited conduct on the platform.
Authorised User	A natural person permitted by an Account Holder to access and use the Account on the Account Holder's behalf.
Business Account	An Account created and owned by a legal entity for use by multiple Authorised Users under that entity's administration and control.
DPA	The Trust Circle Data Processing Agreement governing the processing of personal data by ZealiD on behalf of Account Holders acting as data controllers under applicable data protection law.

Freemium Account	An Account provided free of charge on a self-serve basis, subject to usage and feature limitations as ZealiD may publish from time to time.
Individual Account	An Account created and owned by a natural person using the ZealiD App in their personal capacity. The Account Holder is solely responsible for all actions taken within an Individual Account, including those of invited participants or counterparts.
Order Form	A written or electronic agreement specifying the commercial terms, service scope, and any special conditions agreed between ZealiD and a Business Account Holder.
QeID	ZealiD's qualified trust-service environment providing qualified electronic certificates, QSCD infrastructure, and certificate-status services under the eIDAS Regulation.
QTSP	Qualified Trust Service Provider, as defined under Regulation (EU) No 910/2014 (eIDAS), being ZealiD AB in its regulated capacity.
Registration Flow	The electronic onboarding process through which an Account is created, plan and pricing options are selected, and these Terms (together with the DPA, AUP, and applicable Addendum) are accepted by click-through confirmation.
Self-Serve Account	An Account (whether Individual or Business) created through the online Registration Flow without a separately negotiated Order Form, where payment, acceptance, and activation occur electronically.
SLA	A Service Level Agreement setting out agreed service levels, availability targets, response times, and remedies, applicable only where explicitly incorporated by an Order Form or separate written agreement.
Subscriber	A natural person who has subscribed to a qualified electronic certificate issued by ZealiD's Certificate Authority under QeID. The term Subscriber is a regulated legal term defined in the TSPS and CPS; an Account Holder using Trust Circle may or may not also be a Subscriber depending on whether they hold a ZealiD qualified certificate.
Terms	These ZealiD Trust Circle General Terms & Conditions, together with all Addenda, schedules, and policies incorporated by reference.
TRA	ZealiD's Trusted Registration Authority service for remote or in-person identity proofing of natural persons seeking qualified certificates.
Trust Circle	ZealiD's multi-tenant SaaS platform for trusted document storage, collaboration, access management, and qualified signing workflows, as further described in Section 2.
Trust Circle Member	An Account Holder who has been invited to and accepted into a Trust Circle by the Trust Circle Owner. Members can view and interact with documents according to the permissions set by the Owner. All Members must hold a valid, active ZealiD qualified certificate. As defined in the Trust Circle Service Specification §3.1.
Trust Circle Owner	An Account Holder who creates a Trust Circle and is solely responsible for managing its membership, documents, and signing workflows. The Owner controls access by inviting, approving, and removing Members. As defined in the Trust Circle Service Specification §3.1.
TSPS	The TRA Service Practice Statement, being the governing document for ZealiD's Trusted Registration Authority service, published at https://www.zealid.com/en/repository.
ZealiD	ZealiD AB, Reg. No. 556972-4288, a Swedish Qualified Trust Service Provider, with visiting address Norrlandsgatan 10, 111 43 Stockholm, and postal address Box 3437, 111 56 Stockholm, Sweden.

ZealiD App	ZealiD's smartphone application for iOS and Android, as specified in the ZealiD Trust Circle Service Specification published at https://www.zealid.com/en/repository.
ZealiD Materials	Any ZealiD technical documentation, marketing material, software, API/SDK materials, or service-related content made available to an Account Holder in connection with the Service.

2. SERVICE DESCRIPTION AND TRANSITION FROM MY.ZEALID.COM

2.1 Platform Overview

ZealiD Trust Circle is a digital collaboration platform enabling trusted and streamlined relationships between individuals and organisations through secure document management and qualified electronic signing. The Service is described in the ZealiD Trust Circle Service Specification, published at https://www.zealid.com/en/repository.

2.2 Core Functionality

Trust Circle is a multi-tenant SaaS platform providing:

(a) account-based access management for ZealiD App users, including role-based permissions and delegated administration;

(b) secure document storage, classification, access control, and sharing;

(c) document signing workflows that may invoke qualified electronic signing via QeID; and

(d) account-level management of user certificates, authentication history, and personal information; and

(e) issuance and management of Verifiable Credentials via the ZealiD App, where the Account Holder elects to use the Microsoft Entra Verifiable Credential wallet feature, as further described in the Service Specification and Privacy Policy §4.

2.3 Transition from my.zealid.com

Trust Circle replaces and supersedes the my.zealid.com platform and its associated Terms of Service with effect from the Effective Date. Existing users of my.zealid.com who access Trust Circle after the Effective Date shall be governed by these Terms. Where ZealiD has migrated Account data from my.zealid.com to Trust Circle, it shall do so in accordance with the DPA. Users who do not accept these Terms may not continue to use the Service.

2.4 ZealiD App as Authentication and Signing Gateway

All authentication and signing within Trust Circle requires the ZealiD App on iOS or Android — it is the mandatory authentication and signing interface through which every Account Holder and Authorised User activates sessions and executes qualified electronic signatures. A web portal provides browser-based access for document management, workflow initiation, and account administration; however, the ZealiD App remains the sole gateway for signing actions and session confirmation. There is no access path that bypasses ZealiD App authentication.

As a mandatory prerequisite to Account activation, every natural person accessing Trust Circle must complete the following steps within the ZealiD App:

(a) Identity proofing — the Account Holder must successfully complete TRA (Trusted Registration Authority) identity verification, including liveness detection, identity document scanning, and NFC chip verification where applicable. This process is governed by the TSPS and ZealiD's Privacy Policy, under which ZealiD acts as independent Controller.

(b) Qualified certificate issuance — upon successful TRA identity proofing, a qualified electronic certificate is issued to the Account Holder under QeID. This certificate is the cryptographic credential that underpins all authentication and signing within Trust Circle. Certificate issuance is governed by the QeID CPS.

(c) PIN or biometric activation — the Account Holder activates their personal PIN or biometric authentication on the ZealiD App device, which is required for every subsequent signing and authentication action.

This architecture means that the TSPS and CPS are not optional or parallel documents — they govern a mandatory prerequisite step that every Trust Circle user has already completed before their Account becomes active. The TSPS and CPS therefore sit at the top of the Order of Precedence in Section 4 not merely as regulatory documents but as the foundational layer upon which Trust Circle's identity assurance rests.

Consequence for Business Accounts: For Business Accounts, each Authorised User who will authenticate to or sign within Trust Circle must individually complete TRA identity proofing and hold their own qualified certificate via QeID. The Business Account Holder is responsible for ensuring all Authorised Users have completed this prerequisite before being granted signing access. ZealiD cannot activate signing or authentication for any user who has not completed TRA/QeID onboarding via the ZealiD App.

3. RELATED SERVICES AND REGULATORY SEPARATION

3.1 Separate Regulatory Regimes

ZealiD's Trusted Registration Authority service (TRA) and qualified certificate and signing service (QeID) each operate under their own distinct terms and regulatory frameworks, separately from Trust Circle. Those services are governed by:

- the TSPS (TRA Service Practice Statement) and TRA Service Terms & Conditions; and
- the ZealiD QeID Certificate Practice Statement (CPS),

in each case as published at https://www.zealid.com/en/repository from time to time.

3.2 Prevailing Trust Service Documents

Nothing in these Terms replaces, amends, or overrides the terms applicable to TRA or QeID regulated trust services. Where Trust Circle functionality integrates with those services, the applicable trust service documentation prevails with respect to the regulated service in question.

3.3 Mandatory Retention

Event and archival logs generated in connection with TRA identity proofing or QeID certificate issuance are subject to mandatory retention periods defined in the applicable trust service documentation (including the TSPS and CPS). Such records fall outside the scope of any content deletion or portability provisions in these Terms. In the event of certificate revocation, retention periods may be extended as specified in the applicable practice statement. Signing event logs, document metadata, and OCSP records generated within Trust Circle qualified signing workflows are similarly subject to mandatory retention for the periods specified in the Service Specification §9.1 and the applicable trust service documentation. These records are retained independently of, and unaffected by, any deletion of document content.

3.4 OCSP Certificate Status

Relying parties wishing to verify the validity or revocation status of a qualified electronic certificate issued under QeID must query the ZealiD OCSP (Online Certificate Status Protocol) service at https://ocsp.zealid.com, and must perform

such checks in accordance with the QeID CPS reliance rules. ZealiD maintains OCSP service availability targets as published in the CPS.

3.5 Liability Separation

Liability in respect of TRA identity proofing, QeID certificate issuance, and OCSP services is separately governed by the applicable trust service terms. The limitation of liability provisions in Section 18 of these Terms apply solely to Trust Circle platform services and do not expand or reduce the liability regime applicable to ZealiD's regulated trust services.

4. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between documents forming part of the agreement between the parties, the following order of precedence shall apply (highest to lowest):

1st	Applicable mandatory law and regulatory obligations (including eIDAS, GDPR, and applicable Swedish law)
2nd	Stand-alone trust service terms (TSPS, CPS, TRA T&C) — regulated, audited, non-negotiable
2½	Trust Circle Service Specification — operational parameters governing plan tiers, features, fair-use limits, and data retention. Published by ZealiD and updated with notice per GTC §6.1; not individually negotiable. Prevails over the GTC for the specific operational parameters it defines.
7th	Registration Flow confirmation, executed Order Form, or agreed SLA
4th	Applicable Addendum (Addendum A for Natural Persons; Addendum B for Legal Entities)
5th	These General Terms & Conditions
6th	The Trust Circle Data Processing Agreement (DPA)
7th	The Acceptable Use Policy (AUP)

5. GLOBAL APPLICABILITY

5.1 Availability

Trust Circle is available to users globally unless access to or use of the Service is restricted or prohibited under applicable local law.

5.2 Users Outside the European Union

Users accessing Trust Circle from outside the European Union acknowledge and agree that:

- **(a)** Qualified Electronic Signatures are issued under Regulation (EU) No 910/2014 (eIDAS) and are defined and governed by that framework;
- **(b)** the legal recognition and enforceability of qualified electronic signatures or other trust-service outputs outside the EU depend on the laws of the relevant jurisdiction, and ZealiD makes no representation or warranty as to their recognition or enforceability in any non-EU jurisdiction; and
- **(c)** Account Holders are solely responsible for ensuring that their use of the Service complies with all applicable laws in their jurisdiction.

6. CHANGES AND ACCEPTANCE OF TERMS

6.1 Updates

ZealiD may update, amend, or replace these Terms at any time. ZealiD will notify Account Holders of material changes via the Trust Circle portal or by email to the registered address at least fourteen (14) days prior to the effective date of the change, unless a shorter period is required by applicable law or regulatory obligation.

6.2 Continued Use

Continued use of Trust Circle after the notified effective date of any update constitutes the Account Holder's acceptance of the revised Terms. Account Holders who do not agree to updated Terms must cease using the Service and may terminate their Account in accordance with Section 21.

6.3 Language

These Terms are made available in English and may be translated for convenience. In case of inconsistency between a translation and the English version, the English language version prevails.

6.4 Electronic Acceptance

Acceptance occurs electronically when the Account Holder affirmatively confirms by clicking the acceptance button or checkbox during the Registration Flow or any plan upgrade or renewal process. This electronic acceptance constitutes a valid and binding agreement.

7. ACCOUNTS AND ACCESS

7.1 Account Types

ZealiD offers two primary Account types: (a) Individual Accounts for personal use by a single natural person acting as both Account Holder and primary Authorised User; and (b) Business Accounts for use by legal entities requiring multi-user administration. ZealiD may also offer Freemium Accounts as described in Section 19. Account type-specific terms are set out in the applicable Addendum. Business Accounts (Addendum B) are available from 1 April 2026; prior to that date only Individual Accounts are available.

7.2 Eligibility

Account Holders and Authorised Users must be eighteen (18) years of age or older. This is verified as part of the Registration Flow. Where Trust Circle workflows invoke QeID qualified signing, each signatory must use their own ZealiD App identity. Applications made on behalf of another person, shared credentials, proxy signing, and automated or bot-driven signing are strictly prohibited. Each user must apply for and use their own qualified certificate personally.

7.3 Security Obligations

Each Account Holder is responsible for: (a) maintaining the confidentiality and security of all access credentials; (b) managing access controls and promptly revoking access for any Authorised User whose access should be terminated; (c) ensuring Authorised Users comply with these Terms, the AUP, and applicable trust service terms; and (d) promptly notifying ZealiD of any suspected unauthorised access.

8. USE OF THE SERVICE

8.1 Permitted Use

Trust Circle is designed for professional document collaboration, secure document storage, access management, and signing workflows. Use for any other purpose requires ZealiD's prior written consent.

8.2 Qualified Signing Workflows

Where Trust Circle workflows require or incorporate qualified electronic signatures: (a) QeID provides the qualified certificates, QSCD infrastructure, and certificate-status services; (b) relying parties must perform certificate validity and revocation-status checks via the OCSP service at https://ocsp.zealid.com in accordance with the CPS; and (c) Trust Circle's role is limited to facilitating the signing workflow — ZealiD's obligations in relation to the qualified signature itself are governed exclusively by the applicable trust service terms.

8.3 Account Content

Account Holders retain full control over the upload, classification, sharing, access permissions, and deletion of Account Content. ZealiD does not verify, validate, or take responsibility for the accuracy, legality, or completeness of Account Content. ZealiD's processing of Account Content is limited to providing the Service.

8.4 Data Location

Trust Circle is designed for secure document storage within European Union data centres. Any cross-border processing of personal data or engagement of sub-processors is governed by the DPA. Account Holders may request details of sub-processors by contacting support@zealid.com.

9. ACCOUNT HOLDER RESPONSIBILITIES

Account Holders represent, warrant, and undertake that they shall:

- **(a)** obtain, maintain, and document all consents, notices, and legal bases necessary for the processing of personal data and Account Content within Trust Circle, including consents from any third parties whose data is submitted to the Service;
- **(b)** ensure all use of the Service is lawful, compliant with these Terms, the AUP, and applicable law;
- **(c)** implement appropriate role-based access controls to prevent unauthorised, automated, or proxy signing;
- **(d)** not scan ZealiD IP addresses (including through automated means) without prior written consent from ZealiD; ZealiD reserves the right to block any IP address used for non-normal connections including vulnerability or performance scans;
- **(e)** comply with all applicable export control laws, trade sanctions, and embargo regulations; and
- **(f)** promptly notify ZealiD of any breach of these Terms, any security incident affecting the Account, or any third-party claim arising from the Account Holder's use of the Service.

10. ZEALID RESPONSIBILITIES

10.1 Service Delivery

ZealiD shall operate Trust Circle using security, availability, and compliance controls consistent with its obligations as a regulated QTSP. ZealiD shall maintain appropriate technical and organisational measures to protect the integrity and confidentiality of the Service and Account Content.

10.2 Insurance

ZealiD maintains professional liability and conduct insurance covering all ZealiD services, including Trust Circle. Current insurance certificates are published in the ZealiD repository at https://www.zealid.com/en/repository.

10.3 Support

ZealiD provides standard support during normal business hours. Specific support tiers, response time commitments, and availability targets apply only where expressly agreed in an Order Form or SLA.

10.4 Permitted Access to Account Content

ZealiD shall not access Account Content except: (a) as necessary to provide, operate, maintain, or improve the Service; (b) to investigate or remediate support queries or security incidents; (c) as required by applicable law, court order, or regulatory obligation; or (d) on the documented instruction of the Account Holder. ZealiD will notify Account Holders of any legally compelled disclosure where permitted to do so under applicable law.

10.5 Data Hosting and Infrastructure

Unless otherwise agreed in writing between the parties (in an Order Form or separate written agreement), all Account Content and associated personal data processed by ZealiD in connection with Trust Circle is hosted and stored exclusively in ZealiD-managed infrastructure under ZealiD's sole operational control. This means:

- **(a)** Sole-control environment — Account Content is held in infrastructure managed and controlled solely by ZealiD. No third party (including any Sub-processor providing underlying compute or storage) has independent access to unencrypted Account Content. Sub-processors providing cloud infrastructure operate under ZealiD's strict technical and contractual controls as described in the DPA Annex III.
- **(b)** EU/EEA by default — all primary hosting, storage, and processing of Account Content takes place within the European Economic Area. No Account Content is transferred to or stored in a jurisdiction outside the EEA without the Account Holder's explicit written agreement, except as required by applicable law.
- **(c)** QTSP regulatory basis — as a Qualified Trust Service Provider under the eIDAS Regulation, ZealiD is required to maintain its infrastructure to standards that ensure the independence, security, and integrity of the trust service environment. Sole-control and EU-based hosting are therefore not merely commercial choices but reflect ZealiD's obligations under its QTSP accreditation, audited annually under ETSI EN 319 401.
- **(d)** Deviation by agreement — where an Account Holder requires an alternative hosting arrangement (for example, a dedicated single-tenant environment, a specific EEA member state, or a customer-designated cloud region), this must be agreed in writing in an Order Form or separate written agreement. Any such arrangement will be subject to ZealiD's assessment of regulatory compatibility with its QTSP obligations.

> **QTSP Infrastructure Note:** ZealiD's qualified trust service infrastructure (TRA and QeID) is subject to additional mandatory security and independence requirements under the eIDAS Regulation and the TSPS/CPS. That infrastructure is entirely ZealiD-managed, non-negotiable, and cannot be hosted in customer-designated or third-party environments under any circumstances.

11. FEES AND PAYMENT

11.1 Freemium — No Charge

Freemium Accounts are provided free of charge. ZealiD reserves the right to change, limit, or expand the features and storage included in the freemium tier at any time, subject to notice in accordance with Section 6.1. Current freemium inclusions are published in the Service Specification.

11.2 Paid Plans — Default Payment by Credit Card

Beyond the freemium tier, access to paid features and plans requires payment. The default and primary payment method for all paid Accounts (both Individual and Business) is credit card or debit card, charged automatically and in advance through ZealiD's approved payment processor at the time of subscription activation, renewal, or plan upgrade. No paid Account is activated until successful payment has been confirmed.

11.3 Invoicing by Agreement Only

Invoiced billing is available solely where ZealiD has expressly agreed to this in writing, either in an executed Order Form or a separate written agreement. Where invoicing is agreed, ZealiD shall issue electronic invoices payable within thirty (30) days of the invoice date (net 30), unless a different payment period is specified in the Order Form. In the absence of such written agreement, credit card payment applies regardless of Account type.

11.4 Fees

Fees may include subscription charges, per-signature or qualified-signature transaction fees, and storage or usage overage charges, as set out in ZealiD's current published price list, applicable Order Form, SLA, or plan documentation presented during the Registration Flow.

11.5 Non-Payment and Suspension

In the event of non-payment by the due date, ZealiD may, after written notice and a ten (10) business day cure period, suspend access to the Account. Suspension does not relieve the Account Holder of its payment obligations. ZealiD reserves the right to charge statutory interest on overdue amounts.

11.6 Non-Refundability

All fees paid are non-refundable except to the extent required by mandatory applicable law. Where ZealiD terminates the Service other than for cause, ZealiD shall provide a pro-rata refund of prepaid fees for the unused portion of any prepaid subscription period.

11.7 Taxes

All fees are stated exclusive of VAT, goods and services tax, and any other applicable taxes, which shall be added to invoices as required by applicable law.

12. INTELLECTUAL PROPERTY AND RESTRICTIONS

12.1 ZealiD Intellectual Property

ZealiD owns all rights, title, and interest in and to Trust Circle, including all underlying software, infrastructure, ZealiD Materials, documentation, trademarks, and service marks. Nothing in these Terms transfers any intellectual property rights in the Service to the Account Holder. Customer will not: (a) re-engineer, reverse engineer, decompile, or disassemble any portion of the Service; (b) use, copy, or modify the Service other than as expressly permitted; (c) transfer, sublicense, lease, rent, or distribute the Service to any third party except as expressly permitted; (d) replicate, frame, or mirror the Service; (e) remove, erase, or tamper with any copyright or proprietary notice; (f) introduce malware, viruses, or other harmful programs into the Service; or (g) access the Service for benchmarking purposes or to develop a competing product using ZealiD's Confidential Information.

12.2 Account Content Ownership

The Account Holder retains all rights in Account Content and grants ZealiD a non-exclusive, royalty-free licence to host, store, process, and transmit Account Content solely to the extent necessary to provide the Service. This licence terminates upon deletion of Account Content or termination of the Account, subject to mandatory retention obligations.

12.3 ZealiD Materials Usage

Account Holders may not use any ZealiD Materials, marketing material, or documentation that refers to ZealiD or its products without receiving prior written approval from ZealiD.

12.4 Feedback

Account Holders may provide voluntary suggestions or feedback regarding the Service. ZealiD may use Feedback for any purpose without obligation of attribution, compensation, or confidentiality.

13. CONFIDENTIALITY

13.1 Obligations

Each party shall: (a) keep the other party's Confidential Information strictly confidential; (b) use the other party's Confidential Information only for the purposes of performing its obligations or exercising its rights under these Terms; and (c) disclose Confidential Information only to those employees, contractors, or advisers who need to know and who are bound by confidentiality obligations at least as protective as these.

13.2 Definition

"Confidential Information" means non-public information disclosed by one party that is designated as confidential or that reasonably should be understood to be confidential. Regulation of confidential information is also derived from the CPS and TSPS as applicable. Exclusions apply for information that: (a) is or becomes publicly known through no fault of the receiving party; (b) was rightfully known before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed.

13.3 Compelled Disclosure

A party may disclose Confidential Information to the extent required by law, regulation, or court order, provided it gives the other party prompt prior written notice (where permitted) and reasonably cooperates with efforts to limit such disclosure.

14. ACCEPTABLE USE AND FAIR USE

14.1 Acceptable Use Policy

Use of Trust Circle is at all times subject to the AUP, incorporated here by reference. Account Holders are responsible for ensuring compliance with the AUP by all Authorised Users. ZealiD reserves the right to suspend or terminate access in the event of any material or repeated AUP violation.

> **Reference:** The current AUP is published at https://www.zealid.com/en/repository

14.2 Fair Use

Trust Circle is provided for good-faith professional use. Account Holders agree that their use of the Service, including document storage volumes, signing transaction volumes, and API call rates, shall remain within the bounds of normal, fair use consistent with the selected plan tier and the Service's intended purpose. ZealiD reserves the right to apply rate limits, storage caps, or fair-use controls where usage materially exceeds normal patterns, and to contact Account Holders regarding excessive usage before taking any further action. Fair-use parameters for each plan tier are published in the Service Specification.

14.3 Prohibited Uses

Without limiting the AUP, Account Holders shall not use the Service to: (a) infringe the intellectual property rights of any third party; (b) process unlawful content; (c) conduct security scanning, automated scraping, or load testing of ZealiD infrastructure without written consent; or (d) circumvent any security, authentication, or access-control mechanism of the Service.

15. DATA PROTECTION AND PRIVACY

15.1 Data Processing Agreement

The processing of personal data by ZealiD in connection with Trust Circle is governed by the DPA. All Account Holders accept the DPA as a binding part of their agreement upon completion of the Registration Flow.

15.2 Privacy Policy

ZealiD's Privacy Policy, published at https://www.zealid.com/en/repository, explains how ZealiD collects and processes personal data in its capacity as data controller, including in connection with account registration, customer support, and website analytics. ZealiD is registered with the Swedish Authority for Privacy Protection (IMY), registration no. 556972-4288. The DPO can be contacted at dpo@zealid.com.

15.3 Controller Status

Where an Account Holder — including a Freemium Account Holder — uploads or shares documents containing personal data of third parties, the Account Holder is the data controller for that personal data and the DPA governs ZealiD's processing as processor. ZealiD's processing of account registration data, session logs, usage data, and device data is governed by ZealiD's Privacy Policy in its capacity as independent data controller; such processing is not covered by the DPA.

15.4 Trust Service Records

Personal data processed in connection with TRA or QeID services is subject to the retention obligations applicable to those regulated services as defined in the TSPS and CPS. Such processing is governed by the TRA and QeID service terms, not the DPA. In cases of certificate revocation, extended retention periods may apply.

15.5 Data Subject Rights and Complaints

Data subjects may exercise their rights under applicable data protection law by contacting ZealiD at dpo@zealid.com. Complaints regarding ZealiD's data processing practices may be submitted via https://www.zealid.com/contact or directed to the Swedish Authority for Privacy Protection (IMY) as the competent supervisory authority.

16. WARRANTIES AND DISCLAIMERS

16.1 ZealiD Service Warranty

ZealiD warrants that: (a) Trust Circle will materially conform to its published documentation during the applicable subscription period; and (b) the Service complies in all material respects with the Service Specification, the TSPS, and applicable law. In the event of material non-conformity, ZealiD will use commercially reasonable efforts to remedy the non-conformity or, where remedy is not feasible, provide a pro-rata refund of prepaid fees for the affected period.

16.2 Disclaimer

Except as expressly stated in Section 16.1, and to the maximum extent permitted by applicable mandatory law, ZealiD provides Trust Circle "as is" and "as available," without any representation or warranty of any kind, express, implied, or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation.

16.3 Account Holder Warranties

Each Account Holder represents and warrants that: (a) it has the authority to enter into these Terms and, where a legal entity, is duly authorised to do so; (b) its use of the Service complies with all applicable laws; and (c) Account Content does not infringe the intellectual property rights of any third party.

17. INDEMNITIES

17.1 ZealiD Indemnity

ZealiD shall defend, indemnify, and hold harmless the Account Holder against any third-party claim alleging that Trust Circle (as provided by ZealiD and used in accordance with these Terms) infringes a third party's intellectual property rights, and shall pay any damages, costs, and reasonable legal fees finally awarded or agreed in settlement. ZealiD's obligations are conditional upon the Account Holder: (a) promptly notifying ZealiD of the claim in writing; (b) granting ZealiD sole control of the defence and settlement; and (c) providing reasonable assistance. ZealiD may procure rights, modify, replace, or terminate the affected functionality with a pro-rata refund.

17.2 Account Holder Indemnity

The Account Holder shall defend, indemnify, and hold harmless ZealiD and its officers, directors, and employees against any third-party claim arising out of or related to: (a) Account Content; (b) the Account Holder's or any Authorised User's violation of these Terms, the AUP, or applicable law; or (c) any use of the Service in combination with third-party products not supplied by ZealiD.

17.3 Indemnity Procedure

A party seeking indemnification must notify the indemnifying party promptly of any event requiring indemnification. Failure to notify does not relieve indemnification obligations except to the extent the failure materially prejudices the indemnifying party. The indemnifying party may assume defence of any proceeding unless doing so would result in a conflict of interests. The indemnified party may participate in proceedings using counsel of its own choice at its own expense. No settlement may be entered into that does not include an unconditional release of liability for all indemnified parties without their prior written consent.

18. LIMITATION OF LIABILITY

18.1 Exclusion of Consequential Damages

To the maximum extent permitted by applicable mandatory law, in no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation loss of profits, loss of revenue, loss of data, business interruption, or costs of procuring substitute software or services, arising out of or in connection with these Terms or the Service, even if the party has been advised of the possibility of such damages.

18.2 Aggregate Liability Cap

Each party's total aggregate liability to the other arising out of or in connection with these Terms (whether in contract, tort, breach of statutory duty, or otherwise) shall not exceed the total fees paid or payable by the Account Holder for Trust Circle in the twelve (12) months immediately preceding the event giving rise to the claim.

18.3 Unlimited Liability

Nothing in these Terms limits or excludes a party's liability for: (a) death or personal injury resulting from negligence; (b) gross negligence or wilful misconduct; (c) fraud or fraudulent misrepresentation; or (d) any other liability that cannot be limited or excluded by applicable mandatory law. These carve-outs reflect industry-standard practice and are non-negotiable.

18.4 Regulatory Services

Liability in respect of TRA, QeID, and OCSP services is separately governed by the applicable trust service terms and ZealiD's published insurance policies, as set out in Section 3.5. This Section 18 applies solely to Trust Circle platform services.

19. FREEMIUM ACCOUNTS

19.1 Freemium Offering

ZealiD may offer Trust Circle on a freemium basis. On a Freemium Account, the user acts simultaneously as Account Holder and primary Authorised User. Freemium Accounts are subject to usage limits and feature restrictions as ZealiD may publish from time to time.

19.2 Modification

ZealiD reserves the right to modify, reduce, or discontinue freemium functionality, or require upgrade to a paid plan as a condition of continued use, subject to notice in accordance with Section 6.1.

19.3 Upgrade

Freemium Account Holders may upgrade to a paid plan at any time through the in-app upgrade flow. Payment terms and plan features are displayed at checkout.

19.4 Document Retention — Freemium

For Freemium Accounts, ZealiD retains documents for a defined period following upload, as published in the Service Specification. After expiry of that period, ZealiD may permanently delete documents without further notice. Account Holders are responsible for exporting documents before expiry.

19.5 Inactivity

Freemium Accounts inactive for more than twelve (12) consecutive months may be deleted after ZealiD provides not less than thirty (30) days' advance notice to the Account Holder's registered email address.

19.6 Data Protection — Freemium

The DPA applies to all Freemium Accounts. The freemium user is deemed the data controller of their own personal data for the purposes of the DPA.

19.7 Marketing Communications

By registering a Freemium Account, the Account Holder consents to ZealiD contacting them about service updates and available paid plans. This consent may be withdrawn at any time by unsubscribing via any marketing communication or by notifying ZealiD at support@zealid.com.

19.8 Document Retention — All Account Types

Document retention for all Account types — Freemium and paid — during the active subscription period is as published in the Service Specification §9.1. Account Holders are responsible for downloading or exporting documents before the applicable retention period expires. Document content that has reached the end of its retention period is permanently deleted and is not recoverable. This clause supplements §19.4 (Freemium) and §21.6 (post-termination) and governs the period of active use.

20. MARKETING AND LOGO USE

20.1 Service Communications

By registering an Account, the Account Holder consents to receive service-related operational communications from ZealiD, including security alerts, platform notices, and Terms change notifications. Such operational communications are not subject to marketing opt-out. For the avoidance of doubt, this does not include promotional or marketing communications about paid plan upgrades, which are subject to consent under §19.7 and may be opted out of at any time.

20.2 Logo Usage — Individual Accounts

If an Individual Account Holder uploads a logo or brand asset to their Account profile, they grant ZealiD a non-exclusive, royalty-free licence to display it solely for factual customer-reference purposes. ZealiD shall not imply endorsement beyond factual representation. The Account Holder may withdraw this permission at any time by written notice to support@zealid.com; ZealiD shall cease use within thirty (30) days.

20.3 Logo Usage — Business Accounts

Use of a Business Account Holder's logo or trademark for ZealiD marketing purposes (including customer lists, website, presentations, or case studies) requires the Account Holder's prior written consent. Consent may be provided in the Order Form or separately in writing and may be withdrawn at any time by written notice.

21. TERM, SUSPENSION, AND TERMINATION

21.1 Term

The agreement commences on the date of Registration Flow completion or, for Business Accounts subject to an Order Form, on the date specified therein, and continues for the initial term selected. At the end of each term, the agreement shall automatically renew for successive periods of the same duration unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

21.2 Suspension

ZealiD may suspend access to an Account immediately and without prior notice where: (a) continued access poses a material security risk to the Service or other users; or (b) ZealiD has reasonable grounds to believe the Account is being used for illegal purposes or in material violation of the AUP. In all other cases of breach (including non-payment), ZealiD shall provide written notice and a cure opportunity before suspending access. ZealiD may also suspend the Service in accordance with requirements under the CPS and TSPS.

21.3 Termination for Cause

Either party may terminate these Terms by written notice if the other party fails to cure a material breach within thirty (30) days after receiving written notice specifying the breach.

21.4 Termination for Convenience

Either party may terminate these Terms for convenience upon thirty (30) days' written notice, subject to payment of all fees due up to the date of termination.

21.5 Effect of Termination

Upon termination or expiry: (a) all licences granted to the Account Holder terminate immediately; (b) the Account Holder shall cease using the Service; (c) ZealiD shall make Account Content available for export for a period following the effective date of termination, as published in the Service Specification; and (d) following the export period, ZealiD shall permanently delete Account Content, subject to any mandatory retention obligations under applicable law or trust-service regulation.

21.6 Data Retention after Termination

For paid Accounts, ZealiD retains Account Content for a defined post-termination period following the later of: (a) the end of the subscription period; or (b) the date of the last document saved to the Account. The applicable retention period is published in the Service Specification. After expiry of this retention period, ZealiD shall permanently delete Account Content unless longer retention is required by law. Trust-service archival records (TRA/QeID) remain subject to their own mandatory retention periods under the applicable service documentation.

> **Note:** Data retention periods for Trust Circle document content are defined in the Service Specification §9.1, not as fixed calendar periods in these Terms, so that they can be updated without requiring a full Terms revision. Signing event logs and trust-service evidence are subject to separate mandatory retention independent of document content deletion — see GTC §3.3 and Service Specification §9.1.

21.7 Survival

Sections 1, 12, 13, 17, 18, 21.5, 21.6, 22, and 23 shall survive termination or expiry of these Terms.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes) shall be governed by and construed in accordance with the laws of Sweden, where ZealiD holds its authorisation as a QTSP, excluding conflict-of-law provisions.

22.2 Good Faith Negotiation

Before either party files suit or initiates any formal legal proceeding with respect to a dispute, the party shall notify the other in writing for the purpose of seeking resolution through business discussions. Both parties shall make good faith efforts to resolve the dispute. If not resolved within sixty (60) days after the initial notice, either party may proceed as permitted under applicable law and as specified in these Terms.

22.3 Exclusive Jurisdiction

Subject to Section 22.2, the parties irrevocably submit to the exclusive jurisdiction of the Stockholm District Court (Stockholms tingsrätt) for the resolution of any dispute arising out of or in connection with these Terms. For Business Accounts held by certain public-sector or U.S. state entities, venue may be adjusted by written amendment agreed between the parties.

22.4 Injunctive Relief

Notwithstanding Section 22.2, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or restrain any actual or threatened breach of confidentiality obligations or intellectual property rights.

23. GENERAL PROVISIONS

23.1 Compliance with Law

Each party shall comply with all applicable laws and regulations in connection with its performance under these Terms.

23.2 Notices

All notices under these Terms shall be in writing and delivered: (a) to ZealiD, by email to legal@zealid.com or by letter to Norrlandsgatan 10, 111 43 Stockholm, Sweden (or Box 3437, 111 56 Stockholm, Sweden for postal mail); and (b) to the Account Holder, by email to the registered account address or via the Trust Circle portal. Notices are deemed received when sent by email (if no delivery failure is received within 24 hours) or on the third business day after posting.

23.3 Assignment

The Account Holder may not assign, transfer, or novate these Terms or any rights or obligations without ZealiD's prior written consent, not to be unreasonably withheld. ZealiD may assign these Terms in connection with a merger, acquisition, corporate restructuring, or sale of all or substantially all of its assets, with not less than thirty (30) days' prior written notice to the Account Holder.

23.4 Amendments by ZealiD

ZealiD may amend: (a) the Practice Statements underlying the Service; (b) the Privacy Policy; and (c) any Subscriber Terms and Conditions, in accordance with the notice periods specified in the applicable regulatory regime. If such an amendment materially and adversely affects the Account Holder's rights, the Account Holder shall have the right to terminate the Agreement within thirty (30) days of ZealiD's notice of such amendment, by providing written notice of termination to ZealiD, and shall only be required to pay fees until the Agreement is terminated. Continued use after thirty (30) days constitutes acceptance of the amendment.

23.5 Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, or severed, and the remaining provisions shall continue in full force and effect.

23.6 Waiver

No failure or delay in exercising any right or remedy constitutes a waiver. A waiver is effective only if given in writing and does not constitute a waiver of any subsequent breach.

23.7 Entire Agreement

These Terms (together with the applicable Addendum, DPA, AUP, and any applicable Order Form or SLA) constitute the entire agreement between the parties with respect to the subject matter and supersede all prior and contemporaneous agreements, including the my.zealid.com Terms of Service.

23.8 No Third-Party Rights

These Terms do not confer any rights on any third party. Relying parties seeking to rely on qualified electronic signatures must comply with the applicable CPS reliance rules and use the OCSP service at https://ocsp.zealid.com.

23.9 Force Majeure

Neither party shall be in breach of these Terms or liable for delay or failure to perform its obligations to the extent that such failure results from events beyond the reasonable control of that party, including acts of God, pandemic, war, cyberattacks (not caused by the party's own negligence), or acts of government. The affected party shall notify the other promptly and use reasonable efforts to mitigate the impact.

23.10 Relationship of the Parties

ZealiD and the Account Holder are independent contractors. Nothing in these Terms creates or implies any agency, partnership, joint venture, employment, or franchise relationship between the parties. Neither party has the power to bind or obligate the other or to make statements or commitments on behalf of the other.

24. CONTACT INFORMATION AND DOCUMENT REFERENCE

For support, legal notices, complaints, or data subject rights requests, please use the following contacts:

Contact Type	Address / Link
General Support	support@zealid.com
Legal Notices	legal@zealid.com | Norrlandsgatan 10, 111 43 Stockholm / Box 3437, 111 56 Stockholm
Data Protection Officer (DPO)	dpo@zealid.com
Complaints	https://www.zealid.com/contact
Certificate Revocation	https://www.zealid.com/en/revocation
OCSP Status Service	https://ocsp.zealid.com
Repository (all documents)	https://www.zealid.com/en/repository

The latest versions of all ZealiD service documents referenced in these Terms are published in the ZealiD public repository at https://www.zealid.com/en/repository, including:

Document	Description
TSPS — TRA Service Practice Statement	Governing document for TRA identity proofing service
TRA Service Terms & Conditions	Commercial terms for TRA registration authority services
QeID Certificate Practice Statement (CPS)	Certificate issuance, management, and reliance rules
ZealiD Trust Circle Service Specification	Full technical and functional description of Trust Circle
Trust Circle Data Processing Agreement (DPA)	GDPR data processing terms for Trust Circle
Trust Circle Acceptable Use Policy (AUP)	Rules of conduct for use of Trust Circle
ZealiD Privacy Policy	How ZealiD processes personal data as data controller
ZealiD Insurance Certificates	Professional liability and conduct insurance covering all ZealiD services
Addendum A — Natural Persons	Supplementary terms for Individual Account Holders
Addendum B — Legal Entities	Supplementary terms for Business Account Holders

ZealiD Trust Circle — General Terms & Conditions

Effective 1 March 2026 | ZealiD AB, Reg. No. 556972-4288 | www.zealid.com

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