

Terms and Conditions of Digidentity Identity Services

Version 2.3

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1. About us

1. Digidentity BV is a registered company in the Netherlands, with company number 27322631, situated at Waldorpstraat 17 P (2521 CA) in The Hague.
2. Questions about the identity service can be resolved via the website (www.digidentity.co.uk) or by contacting the help desk via phone (+44-33-06060732) or e-mail (helpdesk@digidentity.co.uk).

2. Contract and Scope of Application

1. You agree to these terms and conditions by applying for an identity account via Digidentity. The terms and conditions will continue to apply whether or not the verification of your identity is successful or not.
2. Excluding any other terms and conditions, the present terms and conditions will apply to all aspects of the relationship and the contract between you and Digidentity, unless otherwise expressly agreed to in writing from Digidentity. Unconditional acceptance and agreement of these terms and conditions is implied.
3. Digidentity reserves the right to unilaterally modify the terms and conditions at all times. The modified terms and conditions will apply immediately after being published on the website. You will be informed of any changes via notifications on the website and/or by notifications in your identity account.
4. In the event that you are not in agreement with any modified or revised Digidentity terms and conditions, then you are able to withdraw from using the service via your identity account. In your identity account you have the possibility to deactivate your identity account.

3. Identity Service

1. On applying for an identity account the process of verification will begin immediately, including the validation of documents and data provided by you and by other sources. If the completed verification process results in a confirmation and/or validation the fully verified identity account will be provided. The decision to grant an identity account remains exclusively with Digidentity at all times.
2. On granting an identity account the necessary user name, password and other modes of access will be provided. The log in details are strictly personal and confidential. Sharing this information with any other person or entity is not permitted, you must take all reasonable measures to prevent the abuse, misuse, theft, or loss thereof.

Digidentity BV

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3. Documentation and information provided for the verification of identity will be stored by Digidentity in accordance with appropriate data protection laws as set out in the privacy policy. After issuing a fully verified identity account, and providing the means to access personal identity accounts, it will be necessary to re-validate your existing information/data via the relevant issuing authorities from time to time. This is necessary in order to ensure that Digidentity have the most up-to-date details available for the purposes of identity verification.
4. Verified identity accounts (fully verified or not) are valid for a period of one year. After one year the account will be deactivated automatically and will require reactivation by you. A notification to reactivate an account will be visible the first time trying to log in after one year has elapsed.

4. Termination

1. You may deactivate identity accounts at any time by using the “deactivation” button in the identity account. A 3 hour ‘cool off’ period is required, as set out in our privacy policy. If you wish to reactivate an account, you can log back in within 3 hour after requesting deactivation. After 3 hour have elapsed, with no reactivation by you, the account will be rendered inaccessible and will be no longer be available to use. Relevant records will be kept for the purposes of auditing, in accordance with appropriate laws.
2. Digidentity reserves the right to deactivate accounts with immediate effect if there is any reason to believe or to suspect that the verification and/or validation provided has been faulty or is no longer correct. In order to gain access to an identity account again you will be required to apply for a new identity account.
3. Digidentity reserves the right to deactivate accounts with immediate effect if communications from you to Digidentity employees are considered harassing, threatening, abusive and beyond the provision of reasonable services offered to support applications for identity verification. Any continuation of abusive, threatening or harassing behaviour will be reported to the appropriate authorities.
4. Digidentity reserves the right to deactivate accounts with immediate effect if it is suspected or known that the information provided during identity verification is false/fraudulent as set out in the privacy policy. Any fraudulent activity will be referred to the relevant authorities. On behalf of the Identity service, the Government Digital Service may also report any suspicious activities to any relevant body or appropriate.

5. Our Obligations

1. Digidentity will provide the identity service as described on the website in accordance with the terms and conditions, the associated privacy policy and Good Industry Practice. In the provision of identity verification Digidentity will act diligently and with reasonable care. Digidentity will carry out any contractual obligations involving efforts in verification processes, however, you cannot derive any rights from

these obligations in order to guarantee a successful outcome in your application for an identity account.

2. Digidentity aims to provide a continuously functioning and accessible identity service, but makes no guarantees about the availability of any services provided. You accept the fact that errors (temporary) may occur which would render the service inaccessible on some occasions.
3. Digidentity reserves the right to limit access to, or render the identity service entirely inaccessible for limited periods of time in order to carry out maintenance and/or implementation of required modifications. Digidentity aims to carry out these scheduled 'down times' in periods which could be reasonably determined to affect the minimum number of users as far as possible e.g. outside of office hours.
4. Digidentity will provide the service in accordance with the published Digidentity Privacy Policy. This Privacy Policy is accessible from the service and will be updated from time to time to reflect changes in the processing of data in relation to the service.

6. Your Obligations

1. You agree to supply the necessary and required information and documentation in order to apply for the verification of identity. This includes a variety of personal information, and may or may not include passport, driving licence, a live bank transaction for £0.00 and knowledge based questions. You agree that in consenting to these terms and conditions that your consent is given to the extraction of data from your credit file in order that the knowledge based questions can be generated.
2. You agree and understand that verification of identity is a process reliant on personal details, available documentation and information provided by you, and is uniquely based on your own details. You accept that their identity verification process cannot be based on that of other user experiences or requirements.
3. You agree to ensure and guarantee that all data, documentation and information provided is correct, complete, accurate and up-to-date and conforms to the requirements as set out by Digidentity during the process of identity verification. You agree to notify Digidentity of any changes to your registration information. You agree to follow instructions and requirements for any transfer of data (via the online process, or using the mobile/tablet application) as indicated by Digidentity.
4. You accept and agree to inform Digidentity immediately if there are any security concerns, security issues or data leaks. Any report of this information to Digidentity will be treated as strictly confidential, and handled in accordance with appropriate laws and regulations in order to minimise damage to the affected users, to Digidentity or 3rd parties. Digidentity aims to resolve any security alerts or hazards as fast as reasonably possible and will take steps to inform any 3rd parties affected.
5. You accept the obligation to inform Digidentity of any violation of the terms described in articles 6, 8 and 9 accompanied by a detailed description of such violation and all other relevant information. You must take all reasonable measures to prevent further and/or continuing violations and shall take all reasonable measures to limit any damage resulting from such a violation.

7. Reasonable Use of Website and associated materials

1. You are prohibited from copying, passing on, selling, publishing or making profit from any content of the website, products, services or associated materials of Digidentity
2. You are prohibited from using the website, products or associated materials of Digidentity in any way that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website, products or associated materials.
3. You are prohibited from accessing the website and associated materials of Digidentity using any robot, spider or other automated means.

8. Personal Data

1. You acknowledge that the identity service is an authentication service and agree that Digidentity will use data to undertake a search for the purposes of verifying identity or the validity of any data or documents. In order to do this Digidentity may compare and check data against available databases (public or otherwise) which are accessible for the purpose. A record of the search will be saved for 7 years, as indicated in the privacy policy and in accordance with the requirements of appropriate laws and record keeping.
2. By entering into the contract you agree that personal data will be processed according to the Dutch personal data protection act, and in accordance with The Data Protection Act 1998 (UK). The data protection acts refer to the law regarding the protection and processing of personal data.
3. Digidentity and any relying parties' process information according to the laws specified in clause 8.2. Digidentity remains the responsible party for the processing of personal data at all times, whether using relying parties or not, in accordance with the Dutch Personal Data Protection Act and The Data Protection Act 1998 (UK) as a Data Controller.

9. Confidentiality

1. Digidentity and you are obliged to take all reasonable measures to protect confidential information or the identity account from unauthorised access, loss, damage, modification or unauthorised processing. In the event that this occurs Digidentity must be informed immediately of any such unauthorised access, loss, damage, modification or unauthorised processing.

10. Rights of Ownership and Intellectual Property

1. Any intellectual property rights associated with the identity service or associated materials remain at all times the property of Digidentity, the licensee or our supplier.
2. The right to use the identity service or associated materials related to the identity service does not imply any transfer of any intellectual property rights of the identity

service or associated materials to you. Digidentity only provides a non-exclusive right to use the identity service and/or associated materials for the purpose of identity verification and creating an account. The rights of your use is strictly personal and cannot be transferred to any other person.

3. You are prohibited from using the identity service, data or associated materials in any way, or by use of any part, that would result in the violation of intellectual property rights of Digidentity, the licensee or suppliers.
4. Digidentity reserves the right to take all measures necessary in order to protect intellectual property rights owned by them, the licensee or suppliers. These measures include the termination of the use of the identity service or associated materials upon the termination of the contract. You are prohibited from removing or circumventing any such measures in any way.

11. Liabilities

1. Nothing in these Terms and Conditions excludes or limits our liability in respect of a) Any breach of law by Digidentity or its sub-contractors, b) any loss, unauthorised access to or corruption of Personal Data held by Digidentity or its sub-contractors (including any credentials issued to you), c) any wilful default on the part of Digidentity or its sub-contractors.

Any other limitations on liability included in these Ts&Cs must be reasonable in all the circumstances of the services provided by Digidentity to the user.

2. We are not responsible to you for any loss or damage suffered by you which was not an obvious consequence of us breaching these Terms and Conditions. We are not responsible to you for losses which you suffer due to any events beyond our reasonable control. We are not responsible to you for losses which you suffer which are not directly caused by our actions.
3. Digidentity cannot be held liable for damages resulting from events beyond reasonable control or not caused directly by actions by Digidentity.
4. Digidentity cannot be held liable for any indirect damages or damages caused because you did not/or do not take appropriate measures to i) limit such damages immediately after a damaging event has occurred, ii) prevent further damage or subsequent damages resulting from the initial event, iii) immediately took action to inform Digidentity about events which would cause damages and/or took action to provide relevant information to Digidentity.
5. In all cases the liability of Digidentity shall be limited to the usual and foreseeable damages. Digidentity can not be held liable for any business damages after using the identity service in the capacity of a consumer.
6. Digidentity can never be held liable in respect of any damages resulting from:
 - a. Your unauthorised or improper use of the data, the identity service and/or related materials;
 - b. That the data you have provided is incorrect and/or incomplete, or not provided to Digidentity in a timely manner;

- c. Losing your own data;
- d. Your failure to abide by any obligations as provided in these terms and conditions, including not cooperating with the terms and conditions.
- e. The late, incorrect, or incomplete accessibility of the identity service;
- f. Miscommunication or loss of messages and notices resulting from the use of a mode of communication selected by you or resulting from the dysfunction of any materials used by you, including improper functioning of the internet;
- g. The use of materials selected by you;
- h. The unauthorised use, loss or theft of log in details that have been provided to you;
- i. The downtime or unavailable online tools of third parties.

12. Limitation of Action

1. Any claim for damages against Digidentity must be brought within one year after the damage has occurred.

13. Force Majeure

1. Digidentity are not obliged to perform any of the obligations under the contract or the terms and conditions in case of force majeure. Force majeure is understood to include but is not limited to; improperly functioning materials provided by users, requirements under the law, power cuts, improper functioning of the internet, or of computer- and telecommunication facilities, extreme weather conditions, fire, flooding, war, strike, general problems of transportation and unavailability of one or more of Digidentity employees.

14. Applicable Law and Disputes

1. The contract and the terms and conditions are governed by Dutch law in adherence and conformity with application European Directives, specifically Article 8 of the European Convention of Human Rights regarding laws on privacy.
2. Any dispute that cannot be settled amicably will be brought before the competent judge of the place where Digidentity have a statutory seat (The Hague). If applicable Dutch or European law provisions determine that another judge is also competent, then the case may also be brought before this judge. If applicable Dutch or European law provisions determine that another judge has exclusive competence, then the case may only be brought before this judge.

15. Warranties

1. Digidentity do not provide for any other guarantees, undertakings, and/or commitments than those explicitly provided for in the terms and conditions.

16. Concluding Provision

1. Should any provision of the terms and conditions be declared invalid or void, this shall not affect the validity of any of the other provisions included in the terms and conditions. In such case Digidentity will amend the terms and conditions with the aim to achieve the same object and purpose served by the provision declared invalid.

Definitions

The following words have the following meaning:

User

"User", "you" or "your" in these Terms and Conditions refer to you as a user of the Identity Service.

Identity service

The service provided by us to you entailing the verification of your identity and/or the validity of any documents or data. If this verification and/or validation process results in a confirmation and/or validation of the information provided by you, an identity account will be created for your personal use.

Relying party

The relevant third party who requires you to verify your identity in order for you to use its services, i.e. Government Departments like rand HMRC.

Contract

The relationship between you and us, governed by the terms and conditions according to article 2.1.

Terms and conditions

These terms and conditions as set out here.

Identity account

Your unique user profile provided to you by us after successful identification and/or validation of data and documents.

Data

Any data you have provided to us or in connection with the Digidentity Service.

Licensee

The holder of a licence for intellectual property rights connected to the identity service.

Materials

Materials shall refer to any software, hardware, websites, database, designs, models, programs, reports, and other identity services and materials put to use by us or the relying party in relation to the identity service.

In writing

For the present terms and conditions, the term “in writing” will refer to any written communication, whether this be by electronic means or by regular postal mail.

Good Industry Practice

At any time, the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert provider of services which are similar to the Digidentity Service, such provider seeking to comply with its obligations in full and complying with applicable laws and with ISO27001 and tScheme accreditations.