

# Terms and Conditions Digidentity Identity Services

Version 3.0

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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, the Netherlands.
2. If you have any questions about the identity service, you can consult our website ([www.digidentity.eu/en](http://www.digidentity.eu/en)) or contact the Service Desk via phone (+44-330 60 60 732) or e-mail ([helpdesk@digidentity.co.uk](mailto: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.
2. The present terms and conditions exclude 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 Digidentity has otherwise expressly agreed to in writing. Unconditional acceptance and agreement of these terms and conditions is implied.
3. Digidentity reserves the right to modify the terms and conditions at all times. The modified terms and conditions will apply as soon as Digidentity has published them on the website. Digidentity will inform you of any changes via notifications on the website and/or by notifications in your identity account.
4. If you are not in agreement with any modified or revised Digidentity terms and conditions, you can no longer use the Digidentity Identity Services. In that case, please clicking the "delete" button in your identity account.

## 3. The Identity Service

1. Once you apply for an identity account, the process of verification will begin immediately. This process includes the validation of documents and data that you and

other sources have provided. 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. If Digidentity grants you an identity account, you can log in using a free mobile/tablet app. Your login 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 of your login details.
3. Digidentity will store documentation and information that you and other sources have provided for the verification of identity. Digidentity will store this information in accordance with appropriate data protection laws as set out in our privacy policy. After Digidentity has issued a fully verified identity account, and provided the means to access personal identity accounts, Digidentity will need to re-validate your existing information/data via the relevant issuing authorities from time to time. This is necessary to ensure that Digidentity have the most up-to-date data available for the purposes of identity verification.

## **4. Termination**

1. You may deactivate identity accounts at any time by using the "deactivation" button in your identity account. A 30-day 'cool-off' period is required, as set out in our privacy notice. If you wish to reactivate your account, you can log back in within 30 days after requesting deactivation. If you have not reactivated your account within those 30 days, you will no longer be able to use the account. 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 suspect that the verification and/or validation provided is no longer correct, or has been faulty, false or fraudulent as set out in the privacy policy. If you want to continue using an identity account, you will need to apply for a new account. Digidentity will refer any fraudulent activity to the relevant authorities. On behalf of the Identity service, we may also report any suspicious activities to any relevant body or appropriate authority.
3. Digidentity reserves the right to deactivate accounts with immediate effect if it considers communications from a user to Digidentity employees to be harassing, threatening, abusive. As far as Digidentity is concerned, this makes it impossible to provide reasonable services in support of applications for identity verification. Digidentity will report any continuation of abusive, threatening or harassing behaviour to the appropriate authorities.

## 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 notice 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, these obligations are no guarantee for 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 (temporary) errors 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 considered 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 website. Digidentity will update its Privacy Policy from time to time to reflect changes to data processing in relation to the service.

## 6. Your Obligations

1. The moment you apply for the verification of identity, we shall ask you to submit certain personal data, including contact data, an identity document and banking details. You will understand and accept that Digidentity will not be able to process your request if you do not submit these data, since we need them to fulfil our authentication and authorisation services. At the moment of registering, Digidentity will also ask you to transfer £ 0.00 from your bank account. Thus, we can verify whether the bank account number you submitted for direct debit purposes is really yours and check your creditworthiness to verify if you are capable of paying your bills. In our Privacy Policy, you can find further information about the warranties Digidentity makes regarding its processing of your personal data.
2. You understand that verification of identity is a process that relies on personal data, available documentation and information provided by you, and is uniquely based on your own data. You accept that this identity verification process cannot be based on other user experiences or requirements.

3. You ensure and guarantee that all data, documentation and information provided is correct, complete, accurate and up-to-date, and that it conforms to the requirements as set out by Digidentity during the process of identity verification. You will update your online profile if changes occur in the data you have submitted upon registering. You will follow instructions and requirements for any transfer of data (via the online process, or using the mobile/tablet application) that Digidentity indicates.
4. You agree to inform Digidentity immediately if there are any security concerns, security issues or data leaks. Digidentity will treat any report of this information as strictly confidential, and will handle it in accordance with appropriate laws and regulations to minimise damage to the affected users, to Digidentity or relying parties. Digidentity aims to resolve any security alerts or hazards as fast as reasonably possible and will take steps to inform any third parties that the issue affects.
5. You accept the obligation to inform Digidentity of any violation of the terms described in articles 6, 8 and 9, adding a detailed description of such violation and any other relevant information. You must take all reasonable measures to prevent further and/or continuing violations and will take all reasonable measures to limit any damage resulting from such a violation.

## **7. Reasonable Use of Website and associated materials**

1. It is forbidden to copy, pass on, sell, publish or make a profit from any content of the website, products, services or associated materials of Digidentity.
2. It is forbidden to use 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. It is forbidden to access the Digidentity website and associated materials using any robot, spider or other automated means.

## **8. Personal Data**

1. You acknowledge that the identity service is an authentication and authorisation service and you understand that Digidentity will process certain personal data to establish an identity and to verify the validity of personal data or documents. Digidentity is the Data Controller as defined under the EU General Data Protection Regulation (GDPR) and will process the personal data with due care, in compliance with any applicable data protection laws including the GDPR, and these terms & conditions, unless otherwise agreed upon.

2. To this end, Digidentity may only process the personal data in order to perform its duties under the contract with you and to create and maintain a direct relationship with you as indicated in the privacy policy. For the avoidance of doubt: this includes comparing and checking the data against databases (public or otherwise) that are available for the purpose. Digidentity will not process the personal data for other purposes, unless the processing is required on the basis of a legal obligation or a court order, or if you have given your consent.
3. In order to perform its duties under the contract, Digidentity will involve relying parties in the processing of personal data. Digidentity will take appropriate measures to ensure that these relying parties will process personal data in accordance with the applicable data protection laws including the GDPR.

## **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 such an issue occurs, you must immediately inform Digidentity of any such unauthorised access, loss, damage, modification or unauthorised processing.

## **10. Rights of Ownership and Intellectual Property**

1. At all times, any intellectual property rights that have to do with the identity service, or associated materials remain the property of Digidentity, the licensee or our supplier.
2. Your right to use the identity service or associated materials does not entitle you to any intellectual property rights of the identity service or associated materials. Digidentity only provides a non-exclusive right to use the identity service and/or associated materials to verify your identity and create an account. Your usage rights are strictly personal and cannot be transferred to any other person.
3. It is forbidden to use (part of) the identity service, data or associated materials in any way that would result in the violation of intellectual property rights of Digidentity, the licensee or suppliers.
4. Digidentity reserves the right to take all necessary measures to protect their own, the licensee's or suppliers' intellectual property rights. These measures include ending the use of the identity service or associated materials when the contract ends. It is forbidden to use, remove or avoid 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 in these terms & conditions 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 that that Digidentity has not caused directly by actions.
3. You cannot hold Digidentity liable for damages resulting from events beyond reasonable control or that Digidentity has not caused directly by actions.
4. You cannot hold Digidentity liable for any indirect damages or damages that were/or are 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 inform Digidentity about events which would cause damages and/or provide relevant information to Digidentity.
5. In all cases, the liability of Digidentity shall be limited to the usual and foreseeable damages. You cannot hold Digidentity liable for any business damages after using the identity service in the capacity of a consumer.
6. You can never hold Digidentity 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. Providing incorrect and/or incomplete data, or not providing data to Digidentity in a timely manner;
  - c. Losing your own data;
  - d. Your failure to abide by any obligations 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 you selected;
- 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;
- j. Sharing your username and password with any other person.

## **12. Limitation of Action**

1. You must bring any claim for damages against Digidentity 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 includes, 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's 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 a user and Digidentity cannot settle 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 that judge.

## 15. Warranties

1. Didentity 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 Didentity 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 we provide 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 you have provided, we will create an identity account for your personal use.
- **Relying party**  
The relevant third party who requires you to verify your identity so that you can use its services, i.e., Government Departments.
- **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 we have provided to you after identification and/or validation of data and documents whether or not the verification of your identity is successful
- **Data**  
Any data you have provided to us or in connection with the Didentity Service.

- **Licensee**  
The holder of a licence for intellectual property rights connected to the identity service.
- **Materials**  
Materials refer to any software, hardware, websites, database, designs, models, programs, reports, and other identity services and materials we or the relying party have put to use 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 that 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 Scheme accreditations.