

# Eika PDS Merchant v1.0

BankID TSP documents

This Public Key Infrastructure disclosure statement - PDS, is structured according to ETSI EN 319 411-1 Annex A. This document is a supplement to and not a replacement for the BankID Trust Service Provider Statement.

The purpose of this document is to summarise the key points of the Trust Service Provider Statement for the benefit of Subscribers and Relying Parties.

#### Document history

Version	Date	Changes	Approved by
1.0	29.11.2018	Final version for publishing document.	BankID Policy Board

## Trust Service Provider contact info

TSP Organisation name: Eika Gruppen AS

TSP address: Parkveien 61, 0201 Oslo

TSP contact person: Asbjørn Enge

TSP website of relevance: <https://www2.eika.no/eika-alliansen/eikagruppen>

For revocation request or other certificate questions the customer may contact their individual bank's customer service by mail or telephone, or Eika Service Centre directly on: (+47915) 03850.

# 1 Parties to the Agreement

This Agreement (as defined below) has been entered into between Merchant (as defined below) and Vipps AS, hereinafter referred to collectively as the Parties. In addition, Issuer (as defined below) has such rights as explicitly stated in these Standard Terms and Conditions for BankID (Distribution Agreements), Sections 4, 7, 11, 12, 15, 16, 18 and 21, and such rights and obligations that are stated in the Terms and Conditions for the Issuer's Liability. By the signature of Vipps AS on behalf of Issuer (in accordance with power of attorney) on the cover page of the Agreement, Issuer has accepted to be bound by such rights and obligations.

In addition, Vipps (as defined below) has such rights as explicitly stated in these Standard Terms and Conditions for BankID (Distribution Agreements), Sections 4, 5, 7, 10, 11, 12, 15, 16, 18, 21 and 22.

The Agreement is not binding upon Vipps and/or Issuer until Merchant has been approved by Issuer, cf. Section 4 (Merchant Requirements), and Issuer has issued a BankID Certificate to Merchant.

The agreement is maintained both in English and Norwegian language. In case of ambiguity, the Norwegian version shall be applied.

## 2 Certificate type, validation procedures and usage

### 2.1 Definitions

**Agreement:** means the agreement entered into with Merchant concerning issuance of and the right to use BankID Certificates, including any appendices and the Standard Terms and Conditions for BankID (Distribution Agreements) and Terms and Conditions for Issuer's Liability.

**BankID Certificate:** means one or more electronic certificate(s) that the Certificate Holders, including Merchant, can use to secure electronic message exchange with other Certificate Holders as part of concluding an agreement etc. or payment transfers/orders in a bank.

**Vipps:** means as Vipps AS, organisation no. 913 851 080.

**BankID Service:** means any services provided by Distributor to Merchant related to the use of a BankID Certificate as part of the Agreement.

**User Documentation:** means the at any time applicable user documentation for BankID Certificates, made available on Vipps' website.

**Merchant:** means a sole proprietorship or other legal entity (public or private enterprise or government agency) that has been issued or applied for issuance of a BankID Certificate for use in communication between Merchant and other Certificate Holders.

**Software:** means the software associated with the BankID Certificate as an integral part of the BankID Service.

**Certificate Policy:** means the at any time applicable policy for the issuance and use of BankID Certificates, made available on Vipps' website.

**Certificate Holders:** means physical persons or legal entities that have been issued a BankID Certificate, including Merchant.

**Standard Terms and Conditions for BankID (Distribution Agreements):** means these Standard Terms and Conditions for the BankID Service for Merchants.

**Trademark:** means Norwegian trademark registration no. 257727 and 258031.

**Issuer:** means a bank operating in Norway or other party authorised to issue BankID Certificates to Certificate Holders, including Merchants, who has issued or received a request to issue BankID Certificates to Merchants.

**Terms and Conditions for Issuer's Liability:** means the Terms and Conditions for the Issuer's liability towards Merchant, included as Appendix 4 to the Agreement.

### 2.2 Permitted use of BankID Certificates

BankID Certificates can be used in connection with electronic identification of and/or concluding agreements with other Certificate Holders, as further specified in the User Documentation.

These Standard Terms and Conditions for BankID (Distribution Agreements) apply to BankID Basic as described in the product description on Vipps' website. Other use of BankID Certificates, requires a separate agreement.

Merchant shall not use a BankID Certificate as grounds for the issuance of a physical or new electronic legitimation. Merchant is responsible for securing storage/archival of electronic messages or agreements concluded with other Certificate Holder(s), and secured by a BankID Certificate.

## 3 Reliance limits

If the Subscriber uses the BankID, associated devices/programs or documentation in a manner which violates the terms of this agreement, including unauthorised modification or manipulation of the BankID or software, the Issuer may hold the Subscriber liable for any loss incurred by the Issuer.

## Obligations of subscribers

### 3.1 Merchant requirements

BankID Certificates is only issued to merchants who are registered with the Norwegian Central Coordinating Register for Legal Entities or a corresponding public register within the EEA area, and such merchants who have a customer relationship with an authorised issuer of BankID Certificates.

Vipps AS and/or the Issuer may refuse issuance of BankID Certificates to a Merchant due to justifiable reasons (according to Vipps or the Issuer reasonable opinion). Justifiable reasons include, for example:

- a) that Merchant is engaged in or may use the BankID Certificate for activities in defiance with Norwegian law, or
- b) that Merchant's activities or use of BankID Certificates may weaken (i) the confidence in the BankID Service, an issuer or Vipps, or (ii) the BankID Service's, an issuer's or Vipps' reputation or goodwill.

Merchant shall notify Vipps AS of changes in the information that Merchant has provided when concluding the Agreement as soon as possible, including any change of address, business name, contact persons, etc.

If the transaction volume for Merchant's use of the BankID Service in one or several periods will be or may become significantly higher than normal, Merchant shall as soon as possible notify Vipps AS of such a higher transaction volume after it became known to Merchant. At Vipps AS' request, Merchant is required without undue delay to provide forecasts of the expected transaction volume for any specified period.

This Section 4 may be directly enforced by Vipps and/or Issuer towards Merchant.

### 3.2 Issuance and installation of BankID Certificates

BankID Certificates are issued to the contact person for Vipps AS on behalf of the Merchant or directly to the Merchant if this is preferred by the Merchant.

Merchant shall install, integrate and test BankID Certificates in accordance with the User Documentation and otherwise maintain at any time applicable and necessary security measures of its own systems. Vipps AS is entitled to verify that BankID Certificates are installed and upgraded properly, and Merchant is required to give Vipps AS the necessary access to the Merchant's systems in order for Vipps AS to do so.

The procedures for use, renewal and deletion of BankID Certificates, Software and User Documentation are available in the User Documentation and Certificate Policy.

Merchant shall only use the software, hardware or security equipment in connection with BankID Certificates as set out in the User Documentation.

Upon special agreement with Merchant, Vipps AS shall assist Merchant with installation, integration, testing, etc. of the BankID Certificate in accordance with this Section 5.

### 3.3 Renewal of BankID Certificates

Merchant's BankID Certificate expires after four (4) years, and must be renewed according to the User Documentation within fair time prior to the expiration date, in order for Merchant to continue to use the BankID Certificate.

Merchant will be notified in fair time prior to the expiration of the Merchant's BankID Certificate, in order for Merchant to prepare and carry out the renewal.

### 3.4 Security procedures and blocking

BankID Certificates shall not be assigned or otherwise transferred to or used by any other parties than Merchant. Passwords and other security procedures must not be disclosed to unauthorised parties.

Merchant must notify Vipps AS in writing as soon as possible if Merchant becomes aware of or suspects that a BankID Certificate, and/or any associated password and/or code, has been lost, or that an unauthorised third party has gained knowledge of the password/code. In case of such situation occurring, Merchant shall not use a BankID Certificate and/or approve signing with a BankID Certificate and assist in a manner so that BankID Certificates are blocked as quickly as possible.

Vipps AS shall ensure that Merchant's BankID Certificate, which is being or may be expected misused, or that no longer contains the correct information, is blocked (suspended or revoked).

In addition, Vipps AS and/or Issuer may block Merchant's BankID Certificate if there is a justifiable reason (according to Distributor's, Vipps' or Issuer's reasonable opinion), including if Merchant's BankID Certificate is or can be expected to be misused, used for illegal activities or no longer contains the correct information. Justifiable reasons includes, as an example, if Merchant's use of the BankID Certificate may weaken the confidence in:

- a) the BankID Service, an issuer or Vipps, or
- b) the BankID Service's, an issuer's or Vipps' reputation or goodwill.

The fourth paragraph of this Section 7 may also be enforced directly by Vipps and/or Issuer towards Merchant.

### 3.5 Maintenance

Merchant will receive written notification of new versions of the BankID Certificate and Software no later than three (3) months prior to when Merchant must start using the new version. The notification shall contain information on when and where a new version of the BankID Certificate and/or Software will be made available, when Merchant will be given access to a test environment, and which versions that will be supported after launch of the new version.

Merchant is required to install and/or integrate such new versions of BankID Certificates and/or Software by the deadline established by Vipps in the aforementioned notification.

### 3.6 Information contained in BankID Certificates. Disclosure of information to others

BankID Certificate contains the following information:

- Specification of the Issuer
- Information of Merchant's business name and Norwegian organisation number or other unique identifier
- Validity period for the BankID Certificate
- Data necessary in order to verify Merchant's digital signature
- Issuer's (or Issuer's cooperation partner's) digital signature
- Data that uniquely identifies the individual BankID Certificate (serial number)

The above information will be available to Vipps and Issuer.

When the BankID Certificate is used, this information will also be included in the message exchange between Merchant and other Certificate Holders, and can be made available to such Certificate Holder. Other information of Merchant in connection with the use of BankID Certificates, will only be disclosed to other Certificate Holders if Vipps AS or Issuer has a duty of disclosure under law, or if Merchant explicitly have consented to such disclosure.

If the information about Merchant contained in the BankID Certificate is incorrect, Merchant shall, without undue delay after Merchant has performed the test of the BankID Certificate as set out in Section 5, notify Distributor hereof. Distributor shall ensure that the information is corrected within reasonable time.

Merchant consents that Vipps AS can receive, use and store information from Issuer of the number of transactions per transaction type that Merchant uses the BankID Certificate for. The information shall only be used by Vipps AS in order to establish and maintain a register of Merchants and their transactions linked to BankID Certificates, for the invoicing of Merchants and for further development of the BankID Service. The information will be disclosed to Vipps AS's partners to the extent necessary for invoicing purposes. The information will otherwise only be received, stored, used or disclosed by Vipps AS as long as it is necessary or permissible under applicable and relevant law.

### 3.7 Confidentiality

Each Party shall keep confidential and not disclose confidential information that has been disclosed by the other Party in connection with the Agreement, including confidential information related to the BankID Certificate, BankID Service, Software,

or Issuer. Confidential information shall only be used for the purpose of fulfilment of a Party's obligations pursuant to the Agreement.

This duty of confidentiality shall remain after termination of the Agreement.

The Parties shall impose a duty of confidentiality on their employees and assistants corresponding with the confidentiality requirements of the Agreement.

This Section 12 may be directly enforced by Vipps and/or Issuer towards Merchant.

## 4 Terms and Conditions for Supplemental BankID Products

### Terms and Conditions for Merchant's Collection of National Identity Numbers

All the words and terms that are defined in the Standard Terms and Conditions for BankID (Distribution Agreements) shall be understood to mean the same in these Terms and Conditions for the Merchant's Collection of National Identity Numbers, unless otherwise defined here.

In connection with the assessment of the validity of the BankID Certificate, Issuer will also disclose the national identity number for physical persons who hold BankID Certificates at the request of Merchant. Merchant can only request SUCH national identity numbers if the Merchant is entitled under law to register the customer's national identity number and the holder of a BankID Certificate has either stated this in dialogue with Merchant, or the customer has already registered its national identity number. Merchant must ensure that the processing is in accordance with the requirements for the processing of personal data in Sections 8, 11 and 12 of the Personal Data Act.

In dialogue with the holder of a BankID Certificate, the Merchant is obligated to disclose the legal basis for use of the national identity number.

Merchant shall provide Issuer with a justified declaration in the format stated below that the terms and conditions for requesting disclosure of national identity numbers have been met by Merchant and that the disclosure of national identity numbers in accordance with these terms and conditions and that any subsequent processing of the national identity numbers received hereunder will not be used in defiance of the Agreement, including these terms and conditions, or the rules of the Personal Data Act. Issuer, Distributor or Vipps may request at any given time that Merchant documents that the conditions for requesting the disclosure of national identity numbers have been met.

### 4.1 Terms and Conditions for BankID Signing Portal

All the words and terms that are defined in the Standard Terms and Conditions for BankID (Distribution Agreements) shall be understood to mean the same in these Terms and Conditions for the BankID Signing Portal, unless otherwise defined here.

The BankID Service can be implemented to facilitate that one or more private persons, or persons representing businesses without their own BankID Certificates for Merchants, can sign documents/transactions. The document/transaction can be signed by one or more persons. The Merchant enabling such signing is referred to as the Signing Portal, and private persons, or persons who represent businesses, using the Signing Portal are referred to as Users.

In a Signing Portal, the document/transaction will be signed with the Signing Portal's BankID Certificate, in addition to the BankID Certificate(s) of the Users. The Signing Portal must make an independent assessment of whether the Signing Portal will assume any liability, since the Signing Portal's BankID Certificate is made part of the signing of the document/transaction together with the BankID Certificate(s) of the Users.

If a User – either a private person or business – claims damages as a result of incorrect information, false/incorrect user information or other errors, omissions, delays, etc. in connection with the Signing Portal, the claim shall be addressed to the Signing Portal. The Signing Portal shall ensure that the Signing Portal's agreements (including the user terms and conditions) with the Users state that all claims from the Users shall be addressed to the Signing Portal.

To the extent that the User can address claims to an issuer pursuant to the Electronic Signature Act, the issuer may seek recourse from the Signing Portal if the grounds for the claim are within the control of the Signing Portal.

The Distributor's, Vipps' and/or Issuer's liability to the Signing Portal in connection with the Agreement is regulated exhaustively by the Standard Terms and Conditions for BankID (Distribution Agreements). In particular, the Limitation of Liability in the Standard Terms and Conditions for BankID (Distribution Agreements), Section 17.2, applies to the Signing Portal, regardless of how many Users are using the Signing Portal.



In its signing processes, the Signing Portal must clarify who else is involved in the signing and what role they play, to those who are to sign documents/transactions.

The Standard Terms and Conditions for BankID (Distribution Agreements) also apply.

## 4.2 Terms and Conditions for BankID Logon Portal

All the words and terms that are defined in the Standard Terms and Conditions for BankID (Distribution Agreements) shall be understood to mean the same in these Terms and Conditions for BankID Logon Portal, unless otherwise defined here.

The BankID Service can be implemented so that the authentication of a person by one Merchant, also apply for other businesses without using a separate Merchant certificate for such businesses in the process. Merchant that makes the authentication available to other businesses is referred to as a Logon Portal, and the businesses that use the Logon Portal are referred to as Users. Because the BankID Service only confirms the validity of a BankID Certificate and the content of the BankID Certificate at the exact time the confirmation is given, the Logon Portal and Users must make their independent assessment of the risk in using the authentication information for a period of time after the actual verification through the BankID Service been performed.

A logon can in any case not be used for logon to another business / at another merchant more than one (1) minute after the logon was performed (verification) through the BankID Service.

The Logon Portal is responsible for ensuring that the information it communicate to the Users is correct in accordance with the information that has been made available from the BankID Service.

If a User claims damages as a result of incorrect information, false/incorrect user information or other errors, omissions, delays, etc. in connection with the Logon Portal, the claim shall be addressed to the Logon Portal. The Logon Portal shall ensure that the Logon Portal's agreements (including the user terms and conditions) with the Users state that all claims from the Users shall be addressed to the Logon Portal.

To the extent that the User can address claims to an issuer pursuant to the Electronic Signature Act, the issuer may seek recourse from the Logon Portal if the grounds for the claim are within the control of the Logon Portal.

The Distributor's, Vipps' and/or Issuer's liability to the Logon Portal in connection with the Agreement is regulated exhaustively by the Standard Terms and Conditions for BankID (Distribution Agreements). In particular, the Limitation of Liability in the Standard Terms and Conditions for BankID (Distribution Agreements), Section 17.2, applies to the Logon Portal, regardless of how many Users are using to the Logon Portal.

The Logon Portal must ensure that the Logon Portal is entitled, pursuant e.g. to the Personal Data Act, to disclose the information that it makes available to Users of the Logon Portal. The Agreement does not provide any such right.

If the Logon Portal is entitled to collect national identity numbers in accordance with the Terms and Conditions for the Merchant's Collection of National Identity Numbers, the Logon Portal is not entitled to communicate or disclose such information to Users or other parties without a special agreement for such communication or disclosure with Vipps. In such event, the Logon Portal is required to have a data processor agreement with all the Users who receive such information.

The Standard Terms and Conditions for BankID (Distribution Agreements) also apply.

## 5 Certificate status checking obligations of relying parties

Every time a BankID certificate is used for either authentication or signing purposes, the certificate status must be checked to verify it is valid.

### 5.1 Verification of a valid BankID Certificate

A validity verification system has been established and implemented for all BankID Certificates used in relation to Merchant. Merchant shall always, in accordance with the User Documentation, perform such validity verification of any BankID Certificate used towards Merchant.

A register of valid BankID Certificates has been established, as well as BankID Certificates that have been suspended or revoked (invalid). Registered information will be stored for at least ten (10) years after the validity period for a BankID Certificate expires or is revoked.

Information regarding valid and suspended/revoked BankID Certificates will be disclosed to Issuer and other authorised issuers of BankID Certificates. The information will be used to verify that the BankID Certificates are valid and for purposes consistent with the use of BankID Certificates.

## 6 Limited warranty and disclaimer/Limitation of liability

### 6.1 Vipps AS ´s liability for errors or delays of the BankID Certificate and associated Software

Unless otherwise agreed on specifically with Vipps AS, BankID Certificates and the associated Software are provided “as is”, and Merchant is not given any warrantee that the BankID Certificate and the associated Software are error free. Moreover, no warranty is given that the BankID Certificate and the associated Software will work in conjunction with third-party products, unless otherwise if clearly stated in the User Documentation.

Unless otherwise specifically agreed with Vipps AS, Vipps AS has no liability for errors, defects in or delayed delivery of BankID Certificates and the associated Software.

### 6.2 Merchant's liability for damages

Merchant is liable for Vipps' and/or the Issuer's economic losses according to applicable damage rules resulting from Merchant's use of BankID Certificates, Software, User Documentation or Certificate Policy or other actions or omissions by Merchant in breach of the Agreement.

Merchant is responsible for Merchant's subcontractors. In agreements with any subcontractors, Merchant shall require that the delivery of such subcontractors, complies with the requirements of the Agreement.

According to applicable damages rules, Merchant is also responsible for transactions carried out by someone who has been given the opportunity, because of wilful intent or negligence acts or omissions by Merchant, to use Merchant's BankID Certificate.

This Section 15 may be directly enforced by Vipps and/or Issuer towards Merchant.

### 6.3 Issuers' and Vipps' liability for damages

Vipps has no liability towards Merchant.

Issuers' liability for damages to Merchant is exhaustively regulated in the Terms and Conditions for Issuer's Liability. Merchant may submit any such claims against Issuer in accordance with the Terms and Conditions for Issuer's Liability to Vipps, which will process the claim on behalf of Issuer. For claims under the Terms and Conditions for Issuer's Liability, Vipps is only an administrator for Issuer, and Vipps shall not be deemed to have taken any independent responsibility under this Section 16 for any claims Merchant may have under the Terms and Conditions for Issuer's Liability.

All claims in connection with the Agreement, BankID Certificate, Software or BankID Service shall be addressed to Vipps AS. Any such claims cannot be addressed to or enforced towards Issuer.

### 6.4 Vipps AS liability for damages

#### 6.4.1 Vipps AS liability for errors or defects of the BankID Service

For errors or defects of the BankID Service (with the exception of errors, defects or delayed delivery of the BankID Certificate and Software, cf. Section 14 above) Vipps AS is liable for damages for Merchant's direct, documented, economic losses as a result of Vipps AS or any party for whom Vipps AS is responsible having acted negligently. Vipps AS is under any circumstances not liable for losses attributed to circumstances, which by its nature fall under Issuer's liability, cf. Section 16 above and the Terms and Conditions for the Issuer's Liability, and any such claim shall be addressed to Issuer or Vipps on behalf of Issuer.

## 6.4.2 Limitation of liability

Vipps AS is not liable for indirect losses (such as lost earnings, loss of data or other consequential losses as a result of operational interruptions) Merchant has incurred, unless the losses are a result of gross negligence or a wilful act misconduct by Vipps AS and/or any party for which Vipps AS is responsible.

Moreover, Vipps AS is not liable for any losses resulting from Merchants use of the BankID Certificate, Software, User Documentation or Certificate Policy in breach of the Agreement, including making unauthorised changes to or manipulation of the BankID Certificate or Software.

Vipps AS' liability for damages will not apply if Merchant's losses have been compensated by other parties, such as Issuer or the issuer of the misused BankID Certificate.

Vipps AS' aggregate and total liability to Merchant in accordance with the Agreement with regard to one or more incidents (regardless of whether they are associated with each other or not) shall in any case not exceed an amount that is the lower of (i) the total annual remuneration Merchant shall pay to Vipps AS for the BankID Service in accordance with the Agreement, or (ii) two hundred thousand Norwegian kroner (NOK 200,000).

## 6.5 Force majeure

Neither Party may be held liable for a contractual breach resulting from any extraordinary situation beyond the control of the Party's that makes fulfilment of the Agreement difficult, and which is considered as force majeure pursuant applicable sale of goods laws and rules. The lapse of the obligation to fulfil the Agreement shall only last as long as the duration of the extraordinary situation. The Parties are obligated to limit the effects of the extraordinary situation whenever possible.

This Section 18 may be enforced directly by Vipps and/or Issuer towards Merchant.

These Terms and Conditions for Issuer's Liability govern the liability of issuer (identified as the "banker" in Merchant's BankID Certificate and hereinafter referred to as « Issuer») to Merchants. Issuer has granted Vipps (and by agreement with Issuer, whomever Vipps may authorise) the authority to conclude an agreement in accordance with these terms and conditions with Merchant on behalf of Issuer.

All the words and terms that are defined in the Standard Terms and Conditions for BankID (Merchants) and the Standard Terms and Conditions for BankID (Distribution Agreements), respectively, shall be understood to mean the same in these Terms and Conditions for Issuer's Liability, unless otherwise defined here.

## 6.6 Issuer's liability for unauthorised use of a BankID Certificate

Issuer is liable for direct losses incurred by Merchant as a result of Merchant trusting another party's BankID Certificate on incorrect grounds, provided that Issuer, anyone Issuer is responsible for (such as a subcontractor or assistant) or another issuer has acted negligently in connection with the issuance, use or validation of the BankID Certificate.

For the causes of loss or damage as described below, Issuer must prove that the party or parties mentioned in the first paragraph have not acted negligently ("reversed burden of proof"):

- a) Delivery of a BankID Certificate to an unauthorised party,
- b) The information entered into the BankID Certificate was not correct at the time of issuance,
- c) BankID Certificate did not contain all the information that is required in accordance with the Certificate Policy,
- d) Proper products and systems for the issuance of BankID Certificates and production of digital signatures have not been used, or
- e) A notice of loss or revocation of a BankID Certificate has not been registered in the correct manner and as a result hereof, the validity verification was incorrect.

Issuer is not liable for damages for losses attributed to the fact that the BankID Certificate has been used in violation of the limitations in the agreed area of application, and the liability will in any case be limited to NOK 100,000 per transaction.

Moreover, Issuer is not liable for losses attributed to the fact that Merchant uses the BankID Certificate or Software in violation of the Agreement, User Documentation or relevant Certificate Policy, including if Merchant makes unauthorised changes to or manipulation of the BankID Certificate or Software.

Issuer is not liable for any indirect losses (such as lost earnings or other consequential losses as a result of operational interruptions) of Merchant, unless such losses are attributed to gross negligence or wilful misconduct by Issuer or any party Issuer is responsible for.

Issuer's liability also lapses if Merchant receives compensation for its losses from other parties, such as the issuer of the misused BankID Certificate.

## 6.7 Changes to the terms and conditions

Issuer may change the terms and conditions after a reasonable period of notice, including the limitation of liability to NOK 100,000 per transaction, cf. Section 2 above.

## 6.8 Arbitration and legal venue

If a dispute should arise concerning the interpretation or legal effects of these terms and conditions, an attempt shall be made to resolve the dispute through negotiations. If such negotiations are not successful, each party may demand that the dispute be resolved by arbitration in Oslo pursuant to the Arbitration Act.

The arbitration proceedings and decisions shall be kept confidential.

## 7 Applicable agreements, CPS, CP

The detailed policy document Trusted Service Provider Statement (TSPS) can be found here: [https://www.bankid.no/en/tsps\\_merchant](https://www.bankid.no/en/tsps_merchant)

## 8 Privacy policy

### 8.1 Processing of personal data

Distributor will collect the name, e-mail and mobile phone number of the contact persons for Merchant in connection with administration of the Agreement. The information will only be processed, as well as disclosed to and processed by Vipps and Vipps' partners to the extent necessary in order to fulfil the Agreement, and otherwise in accordance with the at any time applicable and relevant law requirements, including the Personal Data Act.

Merchant's processing of personal data in connection with the Agreement shall comply with the at any time applicable and relevant law requirements, including the Personal Data Act. Disclosure of any Certificate Holder's national identity number to Merchant in connection with Merchant's use of the BankID Certificate requires that such disclosure is permissible under applicable law and a special agreement with Vipps.

## 9 Refund policy

No refunds will be made. All certificate purchases are final.



## 10 Applicable law, complaints and dispute resolution

### 10.1 Termination of the Agreement

Merchant may terminate the Agreement upon three (3) months' prior written notice.

Vipps AS may terminate the Agreement upon six (6) months' prior written notice.

If Merchant ceases to be a customer of Issuer, then the Agreement will expire as of such time. Merchant will in such cases receive information of how Merchant may enter into a new agreement for the right to use the BankID Service.

In the event of force majeure, the Agreement may be terminated if the situation lasts longer than thirty (30) days, calculated from the date the force majeure situation occurs.

Upon expiration of the Agreement, by any cause, Merchant shall immediately destroy all the Software Merchant has received, including any copies hereof, for the use of the BankID Certificate. Merchant shall at the same time stop using the Trademark. Merchant's BankID Certificate will be revoked at the same time and rendered invalid for subsequent use.

### 10.2 Termination by cause

A Party is entitled to terminate the Agreement by written notice with immediate effect if:

- a) a Party does not fulfil the Terms and Conditions of the Agreement and does not remedy the breach within thirty (30) days from a request from the other Party to remedy the breach,
- b) Merchant no longer has a customer relationship with a Norwegian bank that is authorised as an issuer of BankID Certificates, and thus no longer has a valid BankID Certificate,
- c) a Party commits a material breach of the Agreement,
- d) a Party petitions for liquidation or a third party petitions for the Party's liquidation and such a petition is not avoided within a period of thirty (30) days, or
- e) a Party is put into liquidation or wound up, or initiates debt settlement or liquidation proceedings, etc.

A material breach includes, for example, that Merchant uses the BankID Certificate in an illegal manner, for illegal activities or otherwise in a manner that can weaken confidence in BankID Certificates, the BankID Service, Issuer, other issuers or Vipps, or weaken BankID Certificates', the BankID Service, the Issuer's, other issuers' or Vipps' reputation or goodwill, as well as any breach of these Standard Terms and Conditions for BankID (Merchants), Section 3 (Permitted use of BankID), Section 4 (Merchant requirements), Section 7, first paragraph (Security procedures and blocking), Section 13, first paragraph (Confidentiality).

### 10.3 Changes to the Agreement

The content and terms and conditions related to BankID Basic as described in the product description on Vipps' website may be changed by Vipps at Vipps' discretion upon two (2) weeks' written notice.

Vipps can at Vipps' discretion change Appendix 3 to the Agreement (Standard Terms and Conditions for BankID (Distribution Agreements)) and Appendix 5 (Terms and Conditions for Supplemental BankID Services) upon three (3) months' written notice. Any changes of a material nature that are detrimental to Merchant must be made upon at least six (6) months' notice. Issuer may at Issuer's discretion change the Terms and Conditions for Issuer's Liability on the conditions stated in the Terms and Conditions for Issuer's Liability.

If any circumstance attributable to Merchant or security concerns make it necessary, Vipps can at Vipps's discretion and without prior notice change the Agreement (with the exception of the Terms and Conditions for the Issuer's Liability) to the extent necessary. Vipps shall notify Merchant as soon as possible after such change.

## 10.4 Assignment of the Agreement

Merchant is not entitled to assign the Agreement to another party without the prior written consent of Distributor, Vipps and Issuer.

Vipps AS and Issuer is entitled to assign their rights and obligations in accordance with the Agreement (in full or in part) without the prior consent of Merchant.

## 10.5 Choice of law and disputes

This Agreement shall be performed and interpreted in accordance with Norwegian law.

Should a dispute arise concerning the interpretation or legal effects of the Agreement, an attempt shall be made to resolve the dispute through negotiations. If such negotiations are not successful, then each of the Parties may demand that the dispute is resolved by arbitration in Oslo pursuant to the Arbitration Act.

The arbitration proceedings and decisions shall be kept confidential.

## 11 TSP and repository licenses, trust marks, and audit

The Merchant BankID for legal persons is not certified for eIDAS.

### Intellectual property rights and licence terms

All intellectual property rights, such as, but not limited to, patents, copyrights, trademarks and design rights to the BankID Certificate, Trademark, Software and the associated User Documentation and Certificate Policy remains with Vipps AS and/or Vipps' licensors, subcontractors or partners. Merchant does not acquire any intellectual property rights, in full or in part, to the BankID Certificate, Trademark, Software or associated User Documentation and Certificate Policy, if not otherwise expressly stated in the Agreement.

Merchant is granted a limited, non-exclusive, non-assignable, revocable licence to use the BankID Certificate, Software and User Documentation in connection with preparation, installation, integration and use of the BankID Certificate as specified in detail in the User Documentation. Merchant must not make any changes (by means of further development, reverse engineering or otherwise) to the BankID Certificate, Software, User Documentation or Certificate Policy.

Software may only be used in connection with and be integrated with the technical platforms and systems as specified in the User Documentation. Merchant can copy the Software to the extent necessary in order to use the Software in accordance with its intended purpose, including taking the necessary copies for backup purposes.

The BankID Certificate may only be used in connection with Merchant's business activities, and it cannot be sub-licensed.

Merchant has a right and an obligation to use the Trademark to make public that Merchant uses the BankID Certificate in its business activities. The Trademark shall be used in accordance with the at any time applicable guidelines, and in the at any time applicable shape, format, colour and quality as set out at Vipps's website.

Vipps AS are entitled to publish the fact that Merchant uses the BankID Certificate in its business activities on their website and in other relevant marketing. Exceptions to such publication require explicit agreement with Vipps AS.

Vipps AS are entitled to verify that the licence terms in this Section 10 are obeyed by Merchant, and Merchant is obligated to provide the Vipps with necessary access to Merchant's systems and its use of the BankID Certificate and Software in this connection.

The licence terms in accordance with this Section 10 may be changed in the event of changes to the BankID Certificate or Software. Notice of the change will be given in writing to Merchant before any new, changed BankID Certificate or Software is made available to Merchant. The notice will state whether the previously granted licence is no longer valid or supported. When Merchant makes use of the new BankID Certificate or Software, such use will be regarded as acceptance of any new licence terms.



