

Terms and conditions for eIDs* from AB Svenska Pass

1. General

AB Svenska Pass issues eIDs to people who apply for an ID card at the same time. The ID cards are issued by an authority that AB Svenska Pass has entered into an agreement with for the provision of the physical card with an eID. An eID from AB Svenska Pass is linked to the physical ID card and the eID's certificates are stored on the ID card's chip.

These certificates are used to electronically identify the holder and can be used for log-ins, identification and electronic signatures.

When the certificates are used for a signature, it means that the electronic document is intended to be used for the same purposes as a physical document that has been signed.

These certificates are issued for the same period of validity as the physical ID card to which the eID has been added. The period of validity can be read on the certificates themselves.

The terms and conditions for using eIDs from AB Svenska Pass are stipulated in this document. When applying for an eID from AB Svenska Pass, the person submitting the application shall confirm in writing that they have read and understood these terms and conditions.

Refer to Section 7 for information about amendments to the terms and conditions for eIDs.

2. Blocking eIDs from AB Svenska Pass

If a person loses their ID card or has reason to believe that their eID may be being misused, the ID card shall immediately be blocked.

AB Svenska Pass provides a blocking service to block eIDs. AB Svenska Pass shall block the ID card immediately after receiving a request to block the card.

When the e-ID is blocked, the issuer of the ID card will be notified and block the ID-card.

A block cannot be reversed. If the eID has been blocked, the cardholder can apply for a new ID card and eID.

eIDs are the property of AB Svenska Pass and can be recalled if the cardholder breaches the terms and conditions in this Agreement. AB Svenska Pass may also recall the eID if it discovers that it contains details that are incorrect or incomplete, or if there are reasons to suspect that this is the case; if it has been misused or there are reasons to suspect that it may be misused; or if AB Svenska Pass is obliged to act as a result of legislation or the decision of a governmental authority.

AB Svenska Pass is entitled to recall all the eIDs that are connected to an issuer of ID cards if the Agreement between AB Svenska Pass and the issuer to supply the ID cards with eIDs is terminated or the issuer of the ID card so demands.

3. Data submission and secret codes

The eID is stored in the card's chip and is supplied with the physical ID card. There is a PUK code for the card's chip. This code is given in a confidential envelope with the card or sent to the cardholder's address that appears in the central population database. The PUK code is initially used as an activation code. When the card is used for the first time, the user is asked to activate the certificate that is requested. This is done using the PUK code, after which the cardholder selects a personal code (PIN) for the certificate in question.

The PUK code is also designed to unlock the personal PIN codes that the holder has

chosen to block following several incorrect attempts to use them. If the PUK code itself is used incorrectly ten times in a row, the eID is cancelled and cannot be recreated.

AB Svenska Pass's eID contains information about the eID holder. This personal data corresponds with the information provided on the eID application, and it has been checked against SPAR or other corresponding population register.

The eID holder is aware of and consents to the personal data that was provided on the eID application being registered with AB Svenska Pass, the issuer of the ID and AB Svenska Pass's partners, so that AB Svenska Pass can obtain the eID and so that the eID can be used and verified.

It is incumbent upon AB Svenska Pass to make information available for identity verification, verification of the eID's validity and the blocking service. This information might include name, personal identification number, certificate number, card number, card issuer's name, reason for blocking and the date of such measure.

If the cardholder would like to have information about which personal data about himself/herself is being processed by AB Svenska Pass, the holder can request this in writing to AB Svenska Pass. The contact details are available on the website of the authority that issues the cards.

4. Cardholder's responsibilities

An eID is personal and may only be used by the person for whom it has been issued.

The cardholder is responsible for how their eID is used and assumes the risk of an unauthorised person using their eID. To minimise the risk of identity theft or the misuse of electronic signatures, the cardholder undertakes to:

- Store the eID in such a way that it cannot be used by any unauthorised persons.
- Not disclose security codes.
- Not keep a note of the security codes with the card or in such a way that the information can be linked to the ID card.
- Change security codes if there is reason to do so.
- Not leave the ID card unsupervised in a card reader after the PIN has been entered.
- Not use the eID in any other context than those described in Section 1 of these terms and conditions.
- Not use the eID in equipment where there is a risk of it being misused.
- Not manipulate or damage the electronic chip in the ID card or allow anyone else to do this.
- Immediately request a block from the ID card issuer if there is a risk of misuse.

Cardholders must familiarise themselves with the functions of their eID and how the use of the eID binds the cardholder to actions that are taken.

The cardholder is solely responsible for all obligations that arise as a result of the eID being used. After the cardholder has asked for the ID card to be blocked, they are not liable for any future use of the eID provided that they have not acted in a fraudulent manner.

5. AB Svenska Pass's responsibilities

AB Svenska Pass supplies eIDs pursuant to the terms and conditions in this document.

AB Svenska Pass is responsible for ensuring that the personal data submitted in the application is transferred to the certificates in the eID. The data is checked against SPAR or a corresponding population register.

AB Svenska Pass is not liable for any damage that occurs from there being incorrect information in eID that was given or confirmed as part of the application for the ID card and eID.

If the cardholder or card issuer has requested

a block, AB Svenska Pass shall immediately block the eID.

The issuing of AB Svenska Pass's eID complies with the guidelines and frameworks set up by the Swedish E-identification Board (E-legitimationsnämnden).

6. Claims for compensation

The cardholder is entitled to compensation for any direct damage caused by the negligence of AB Svenska Pass or anyone for whom AB Svenska Pass is responsible.

AB Svenska Pass is not in any way liable for indirect damage, consequential damage, loss of profit, loss of data, or damage that has occurred when blocking eIDs if AB Svenska Pass had reasonable grounds to believe that the conditions pursuant to Section 2 applied, except when AB Svenska Pass has been grossly negligent. Neither is AB Svenska Pass liable for any delay in delivery that is not due to the negligence of AB Svenska Pass.

AB Svenska Pass is not liable for any damage caused by Swedish or foreign legislation, the actions of Swedish or foreign governmental authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances.

AB Svenska Pass is not liable for any damage caused by technical errors that prevent the use of eIDs if the error is beyond the control of AB Svenska Pass. Nor shall AB Svenska Pass be liable for any damage that arises under other circumstances provided that AB Svenska Pass has exercised normal caution.

The liability for damages of either Party to the other Party is limited to a total amount corresponding to one (1) price base amount pursuant to the Swedish Public Insurance Act (1962:381) at the time the damage occurs. This restriction does not apply if the injurious party has acted intentionally or with gross negligence. A request for damages shall be made in writing.

7. Amending the terms and conditions

AB Svenska Pass is entitled to change the terms and conditions for eIDs that have been issued as a result of legislation, ordinances, regulations from government authorities, court decisions or judgements, or other similar reasons.

If the amendment is significant to the cardholder, AB Svenska Pass shall inform the cardholder and the issuer of the ID card well in advance of the amendment coming into force.

8. Operation and maintenance

AB Svenska Pass is entitled to restrict the availability of the services linked to the use of eIDs for necessary maintenance, if it changes its place of business, or if it changes technology. On such occasions AB Svenska Pass shall take all reasonable action necessary to limit the scope of the disruptions that may occur.

9. Applicable law

This Agreement shall be governed by Swedish law. Any disputes in the interpretation of this Agreement shall be settled by a Swedish court or by the National Board for Consumer Disputes.

10. Entry in force

These terms and conditions shall apply from 1 March 2017.

*Issued by AB Svenska Pass CA Class1 v1