

**GENERAL TERMS OF SUBSCRIBER AGREEMENT**

Effective date: 1 October 2018

This document is the official translation of the original document. In case of conflict between the original document and the translation, the original shall prevail.

**1. Version information**

<b>Date</b>	<b>Version</b>	<b>Changes</b>
13 June 2018	4.0	<ul style="list-style-type: none"><li>- Added principles for use of Mobile-ID Service</li><li>- Removed User-Based Authentication Service</li><li>- Updated section 12.2, 12.4 and 12.6</li><li>- Added section 8.5, 8.6, 8.7, 8.12, 12.5</li><li>- Linguistic improvements</li></ul>
1 March 2017	3.0	<ul style="list-style-type: none"><li>- Added principles of use of Smart-ID Service</li><li>- Updated sections 2, 3.2, 4.4, 8.7, 8.8, 9.2.3, 9.6, 10, 11.4, 14.6, 14.7, 16.2, 16.4, 16.5, 17.9</li><li>- Linguistic improvements</li></ul>
1 July 2016	2.0	<ul style="list-style-type: none"><li>- Updated principles for use of Services</li><li>- Added terms of use for Time-Stamping Service, User-Based Authentication Service and Proxy Certificate Validation Service and adjusted to adapt to other contract provisions as new services are added</li><li>- Updated Service outage provisions</li><li>- Updated Subscriber obligations</li><li>- Updated structure and title, added version information</li></ul>
1 September 2011	1.0	<ul style="list-style-type: none"><li>- Changes to price list and pricing plans</li><li>- Added the concept of third party outage</li><li>- Linguistic improvements</li></ul>

**2. Definitions**

<b>SK</b>	SK ID Solutions AS
<b>Subscriber</b>	Adult natural person with active legal capacity or legal entity specified in the Subscriber Agreement.
<b>Parties</b>	SK and Subscriber
<b>Agreement</b>	Agreement comprised of Subscriber Agreement, General Terms of Subscriber Agreement, Price List and amendments thereto.
<b>Subscriber Agreement</b>	Framework agreement entered into between SK and Subscriber in relation to the Subscriber relationship that defines the Subscriber's data, services used and special provisions. The Subscriber Agreement is part of the Agreement.

<b>General Terms of Subscriber Agreement</b>	Present document which stipulates the assumptions and legal basis for the contractual relationship between Parties and defines the principles and general terms of use of services provided by SK. The General Terms of Subscriber Agreement is part of the Agreement.
<b>Price List</b>	Part of the Agreement that defines the prices of Services and terms for implementation.
<b>Certificate</b>	Digital data enabling to create electronic signatures, electronic identity verification, device identification, secure data transmission, code signing and/or data encryption and where the public key is linked to the natural or legal person who owns the certificate.
<b>Middleware</b>	Additional functionality provided by SK that uses Services (e.g. signature creation, Mobile-ID requests).
<b>Services</b>	Validity Confirmation Service, Proxy Certificate Validation service, Time-Stamping Service, Mobile-ID Service, Smart-ID Service that SK provides to Subscribers and that Subscribers may use together or separately or via Middleware.
<b>Evidential value of validity confirmation</b>	A set of data linking the signed document to the time that the certificate used to create the electronic signature was valid.
<b>User</b>	End-user of the Services via the Subscriber's information system or application.
<b>Charges</b>	Monthly charges for use of the Services.
<b>SK website</b>	<a href="http://www.sk.ee">www.sk.ee</a>
<b>Business Day</b>	Means 9:00 a.m. - 6:00 p.m. Eastern European Time (UTC+2), Monday to Friday, except Estonian public holidays.

### 3. General

- 3.1. SK and Subscriber enter into an Agreement for the use of Services.
- 3.2. After the Agreement is concluded, SK will grant the Subscriber access to Services within 5 (five) Business Days.
- 3.3. SK will provide Services and the Subscriber undertakes to use Services in accordance with the terms defined in the Agreement.
- 3.4. The Subscriber undertakes to review and comply with the terms of use, principles and technical specifications of the Services as published on SK's website.
- 3.5. In case of discrepancies between the General Terms of Subscriber Agreement and the Subscriber Agreement, the Subscriber Agreement will prevail.

### 4. Principles for Use of Validity Confirmation Service and Proxy Certificate Validation Service

- 4.1. Validity Confirmation Service provides validity information of Certificates issued by SK.
- 4.2. Proxy Certificate Validation Service is the mediation of validity information of other certification authorities' Certificates. The list of certification authorities and source of validity information used in those cases are published on SK's website.
- 4.3. If the request contains a nonce field — a hash of the signed document — the service referred to in sections 4.1 and 4.2 will issue an additional confirmation on the existence of the document at the time of request.
- 4.4. Use of the Validity Confirmation Service and the Proxy Certificate Validation Service is according to protocol defined in IETF RFC 6960 or newer.
- 4.5. Evidential value of validity confirmation:

4.5.1. SK maintains a log system to ensure the evidential value of validity confirmation, retaining audit trails for the validity of all Certificates and validity confirmations issued. The audit trails are linked together sorted by time in the log system. The log entry records the time, activity performed, activity authorisation method and identifier, requested Certificate identifier and the nonce value of the request. In the case of Proxy Certificate Validation Service, only information on validity confirmations issued and validity information received from the original source used as a basis for the response are recorded in the log system.

4.5.2. SK ensures the retention and availability of audit trails for validity confirmations issued within 10 (ten) years from making the validity confirmation available to the Subscriber.

4.6. Technical parameters and service certificates of the Validity Confirmation Service and Proxy Certificate Validation Service are published on SK's website.

4.7. General Terms of Subscriber Agreement also apply if the service referred to in sections 4.1 and 4.2 is used via the Middleware provided by SK. The Middleware is subject to the terms of Service described in section 9.

## **5. Principles for Use of Time-Stamping Service**

5.1. Time-Stamping Service is a service issuing time stamps. Time stamps confirm that certain data exist at a certain time.

5.2. Use of the Time-Stamping Service is according to protocol described in IETF RFC 3161 or newer.

5.3. The service is based on SK's Time-Stamping Authority Practice Statement and usage is subject to SK's Terms and Conditions for Use of Time-Stamping Service. These documents are available at <https://www.sk.ee/en/repository/tsa/>.

5.4. Technical parameters of the Time-Stamping Service and the service certificate of the Time-Stamping Service are published on SK's website.

5.5. General Terms of Subscriber Agreement also apply if the service referred to in section 5.1 is used via the Middleware provided by SK. The Middleware is subject to the terms of Service described in section 9.

## **6. Principles for Use of Mobile-ID Service**

6.1. Mobile-ID is an electronic identity issued for Users by mobile operator. Mobile-ID Service enables a Subscriber to implement the support for authentication and electronic signature functionality for Mobile-ID Users in the Subscriber's information system or application. The exact list of supported mobile operators is published on SK's website.

6.2. Use of Mobile-ID Service is according to the Mobile-ID technical specification, which is published on SK's website.

6.3. Technical parameters and the service certificate of the Mobile-ID Service are published on SK's website.

6.4. General Terms of Subscriber Agreement also apply if the service referred to in section 5.1 is used via the Middleware provided by SK. The Middleware is subject to the terms of Service described in section 9.

## **7. Principles for Use of Smart-ID Service**

7.1. Smart-ID is an electronic identity issued for Users by SK. Smart-ID Service enables a Subscriber to implement the support for authentication and electronic signature functionality for Smart-ID Users in the Subscriber's information system or application.

7.2. Use of Smart-ID Service is according to the Smart-ID technical specification, which is published on SK's website.

- 7.3. Technical parameters and the service certificate of the Smart-ID Service are published on SK's website.
- 7.4. SK maintains a log system to ensure the evidential value of Smart-ID transactions (User authentication and electronic signature). The log entry records the User, the time, the activity performed and the Subscriber's identifier.
  - 7.4.1. SK ensures the retention and availability of logs for Smart-ID transactions for 10 (ten) years from the time the Smart-ID User performed authentication and/or electronic signature.
- 7.5. SK is liable for the integrity of Smart-ID User's data through the lifecycle.

## **8. Obligations Related to Use of Services**

- 8.1. The Subscriber undertakes to review and comply with terms of use of the Services. Terms and Conditions for Use of Time-Stamping Service are available at <https://www.sk.ee/en/repository/tsa/>.
- 8.2. The Subscriber undertakes in using Services to apply measures to ensure conformity of requests sent to the Service with protocols supported by the Service and correct interpretation of responses to requests (incl. verification of service certificate authenticity).
- 8.3. The Subscriber undertakes to apply measures to avoid access to the Services by third parties.
- 8.4. By using the Services the Subscriber guarantees that personal data of Users are protected pursuant to law.
- 8.5. When using the Mobile-ID and Smart-ID Service Subscriber may request User's personal data from the Services only if User has initiated the authentication or electronic signing transaction. User consent to transmit the personal data to Subscriber is granted to SK by entering PIN code.
- 8.6. Subscriber is prohibited to request User's personal data from the Services without User's consent except when User's personal data is requested to prepare the authentication or electronic signing transaction. The User consent request must be followed.
- 8.7. If there is no User consent granted as stipulated in sections 8.5 and 8.6, Subscriber is not entitled to maintain the User data.
- 8.8. When creating electronic signatures the Subscriber in its information system or application must ensure the following:
  - 8.8.1. Validity confirmation is required at the first opportunity;
  - 8.8.2. Measures are applied to unambiguously interpret the electronically signed data;
  - 8.8.3. Users are provided with a function to ascertain the authenticity of electronically signed data and attributes are added to the signature (signing location, role/resolution), if any;
  - 8.8.4. Data provided to the User prior to electronic signature correspond to the data transmitted to be actually signed;
  - 8.8.5. Users have access to the electronically signed document created through the process.
- 8.9. In case of Mobile-ID and Smart-ID authentication and electronic signing, the Subscriber undertakes to ensure that the verification number is visibly displayed to the User and the User is asked to check if it matches prior to entering their PIN.
- 8.10. The Subscriber does not have the right to assign the Agreement or rights and obligations arising thereof to third parties without the written consent of SK. Any assignment of rights acquired and obligations assumed under the Agreement to third parties on the part of the Subscriber without SK's consent will be void.
- 8.11. The Subscriber does not have the right to resell the Services to third parties without written consent of SK.

8.12. SK is entitled to monitor the fulfilment of Subscriber's obligations as stipulated in section 8.

## **9. Scheduled and Unscheduled Outages**

- 9.1. SK will notify the Subscriber of scheduled Service outages using the method specified in section 13.5 of the Agreement, including reasons and estimated Service restoration time at least 7 (seven) calendar days before such outage.
- 9.2. SK will ensure that scheduled Service outages per Service:
  - 9.2.1. Do not exceed 2 (two) times per calendar month;
  - 9.2.2. Do not exceed 12 (twelve) times per year;
  - 9.2.3. Occur between the hours of 11:00 p.m. to 7:00 a.m., except on Fridays
  - 9.2.4. Are limited to 3 (three) hours at a time and no more than 6 (six) hours per month.
- 9.3. SK will notify Subscribers of unscheduled outages at the earliest opportunity using the method specified in section 13.5.
- 9.4. SK will ensure that the duration of unscheduled outages per Service does not exceed:
  - 9.4.1. 45 (forty-five) minutes at a time on Business Days and 90 (ninety) minutes total per month;
  - 9.4.2. 3 (three) hours at a time outside of Business Day and 6 (six) hours total per month.
- 9.5. Service malfunction is a situation where the number of failed requests during a period described in sections 9.4.1 and 9.4.2 is below 10% of total requests per Service. Service malfunction is not deemed an unscheduled Service outage.
- 9.6. The malfunction of notification services (i.e. Google Cloud Messaging, Firebase Cloud Messaging) that are used to send authentication/signing requests to the Smart-ID application in the User's device, is not deemed an unscheduled Service outage.
- 9.7. Interruptions in the services provided by the mobile operator (SMSC, network etc) shall not be considered as interruption of the Mobile-ID Service.

## **10. Service Suspension**

- 10.1. SK is entitled to suspend Services to the Subscriber in the following cases:
  - 10.1.1. Subscriber breaches the terms of the Agreement;
  - 10.1.2. Subscriber is more than 1 (one) month late with invoice payment;
- 10.2. SK will notify the Subscriber of any need to suspend the Service within a reasonable period of time. Services are suspended after the Subscriber fails to rectify the situation giving rise to Service suspension within a reasonable period of time set by SK.
- 10.3. SK is entitled to suspend Services without prior written notice in cases in which a Subscriber's actions may pose a risk to the functioning of the Services and their availability to other Subscribers (e.g. DDOS attack). SK will notify the Subscriber about the suspension as soon as reasonably possible.
- 10.4. The Subscriber undertakes to notify SK of having rectified the situation giving rise to Service suspension.
- 10.5. SK will terminate the suspension of Services if the Subscriber adequately rectifies the situation giving rise to Service suspension.

## **11. Service Price and Billing**

- 11.1. SK is entitled to payment from the Subscriber in exchange for performing Services according to the Price List published on SK's website. When the Agreement is concluded, the Subscriber selects a pricing plan that is documented in the Subscriber Agreement. Subscribers may only change their pricing plan at the conclusion of a calendar month.
- 11.2. SK issues monthly invoices to the Subscriber for the Services by the 10th (tenth) day of the month following use of the Services.

- 11.3. When the Agreement becomes ineffective or otherwise terminated, the Subscriber will be charged in full for the calendar month when Services commenced or the Agreement was terminated.
- 11.4. The Subscriber must pay the invoice for Services to SK within 14 (fourteen) days of the invoice issue date.
- 11.5. SK is entitled to late payment interest from the Subscriber. Interest will accrue from the calendar day following the due date at the rate of 0.15% on the outstanding amount for each calendar day of delay.
- 11.6. Pricing plans for Service vary according to the “request prices” as per the Price List and a minimum number of requests. Charges are calculated on the basis of requests made by the Subscriber. If the number of requests by the Subscriber is below the minimum specified in the pricing plan, the Charges will be calculated based on the minimum number of requests fixed in the pricing plan.
- 11.7. Requests made via the Middleware provided by SK are classified as either Validity Confirmation Service, Proxy Certificate Validation Service, Time-Stamping Service or Mobile-ID Service requests and are priced according to the Price List. SK may charge extra fees for using Middleware.
- 11.8. Pricing for Services does not include audit trail extracts on validity confirmations, log extracts on time stamps and/or Certificate validity requests and/or Smart-ID and/or Mobile-ID transactions data from SK's log system and/or other related services. Extracts from audit trails constitute a separate service and SK may charge an extra fee.

## **12. Confidentiality and Use of Data**

- 12.1. Parties undertake to maintain confidentiality of the information of the other Party and its customers, business partners, employees, financial condition and transactions that are disclosed due to conclusion, performance, amendment or termination of the Agreement and undertake not to disclose such information to third parties without the other Party's consent for an unlimited term even after the expiry of the Agreement.
- 12.2. Parties are entitled to refer to the existence of the Agreement, if explicitly set forth in the Subscriber Agreement, but not to any details as to the substance or technical data of the Agreement. This confidentiality requirement will not extend to disclosures to Parties' auditors, organisations exercising supervision under law and legal advisers.
- 12.3. SK is entitled to use Subscriber data on Service applications as examples of applications to present its Services and technology unless otherwise provided in the Subscriber Agreement.
- 12.4. SK guarantees that data transmitted by the Subscriber to Services is only used to provide Services and is not accessible to third parties.
- 12.5. SK is not entitled to monitor or analyse User's data on an individual level for SK's business interest.
- 12.6. SK guarantees personal data protection according to law and Principles of Processing Personal Data that are available on SK's website.

## **13. Notification Obligation and Document Format**

- 13.1. The Subscriber undertakes to notify SK of any changes in Subscriber Agreement data and promptly send the new data to SK on the email address specified in the Subscriber Agreement or through SK's online customer service system. Change of data is deemed to be any change of Subscriber's data, including authorised person, contact person, computer network address and data forming the basis for the selected pricing plan (estimated request volume).
- 13.2. Unless otherwise communicated by the other Party, either Party will be entitled to assume that contact details are unchanged and also that authorisation of contact persons is unchanged and not revoked.

- 13.3. The Subscriber is liable for any consequences related to the operability and usage of the email address they have provided to SK (incl. those arising from transactions entered into via the email address). The Subscriber's liability extends to cases where a third party has used the Subscriber's email address.
- 13.4. SK will notify the Subscriber via the contact details specified in the Subscriber Agreement and/or through SK's online customer service system of any substantive changes to the Agreement according to the provisions of section 16.1 and/or 16.2 of the Agreement.
- 13.5. Notifications related to the Agreement aimed to disclose information between Parties will be sent via email, additionally via SK's website or SK's online customer service system.

#### **14. Parties' Liability**

- 14.1. Parties are held liable for direct material damages caused to the other Party or a third party by non-performance or undue performance of obligations undertaken with the Agreement pursuant to this Agreement and legislation.
- 14.2. SK is liable for the correctness of information issued by Services.
- 14.3. In case of Proxy Certificate Validation Service, SK is responsible for making sure that the most recent validity information transmitted by the certificate issuer is used to issue the response.
- 14.4. SK is not liable for the substance of the transaction based on the issued validity confirmation or time stamps.
- 14.5. SK is not liable for any breach of obligation set forth in section 8.4 by the Subscriber.
- 14.6. The Subscriber is entitled to claim within 30 (thirty) days as of the moment when the Subscriber became or should have become aware of the claim for a contractual penalty for time exceeding the permitted Service outage time provided in section 9, limited to:
  - 14.6.1. 1% of Service Charges per minute of outage during the course of a Business Day; and,
  - 14.6.2. 10% of Service Charges per hour of outage outside of a Business Day.
- 14.7. The aggregate liability for contractual penalties claimed from SK in any calendar month will not exceed the monthly Service charge.

#### **15. Force Majeure**

- 15.1. Force majeure releases Parties from liability if performance of obligations arising from the Agreement is hindered. Force majeure consists of circumstances independent of Parties' intent that are unforeseeable, beyond Parties' intent and prevent them from performing obligations arising from the Agreement.
- 15.2. A Party must notify the other Party of force majeure at the first opportunity via the contact details specified in the Subscriber Agreement.
- 15.3. Force majeure will not release Parties from their obligation to undertake all possible measures to prevent or mitigate damages arising from failure to perform or undue performance of the Agreement.
- 15.4. In the event that force majeure applies for a duration in excess of 30 (thirty) days, a Party will be entitled to unilaterally terminate the Agreement while providing written notice to the other Party.

#### **16. Amendment to Agreement**

- 16.1. SK is entitled to make unilateral substantive amendments to the Agreement at 3 (three) months' notice to the Subscriber, but not more than twice per year. The Subscriber will be notified in accordance with section 13.4 of the General Terms of Subscriber Agreement.
- 16.2. SK is entitled to make unilateral amendments in the process of providing Service, in Service documentation and in Service parameters referred to in the Agreement, by giving notice to the Subscriber via the SK website and/or SK online customer service

system. If the amendments require changes in the Subscriber's application, the Subscriber will be notified in accordance with section 13.4 of the General Terms of Subscriber Agreement.

- 16.3. If the Subscriber does not agree to the amendment of the part of the Agreement provided in section 16.1 and/or 16.2 of the General Terms of Subscriber Agreement, the Subscriber will be entitled to cancel the Agreement.
- 16.4. If an existing Subscriber orders additional Service, then the newest version of the General Terms of Subscriber Agreement shall apply to the Subscriber.
- 16.5. Amendments and additions to the Subscriber Agreement (inter alia change of Subscriber's contact data, technical parameters, pricing plan, ordering of additional Service) are performed through SK's online customer service system.
- 16.6. If any amendment to Subscriber Agreement data requires changes to Service configurations, SK must implement such changes within 5 (five) Business Days.

## **17. Agreement Term and Termination**

- 17.1. The Agreement is concluded for an unlimited term unless Parties define otherwise in the Subscriber Agreement.
- 17.2. The Agreement will enter into force after confirmation of the Subscriber's purchase order by SK unless otherwise agreed by Parties.
- 17.3. If the Subscriber is a natural person, the Agreement will terminate upon their death. If the Subscriber is a legal entity, the Agreement will terminate upon their dissolution or bankruptcy. The Agreement will also terminate upon the dissolution of SK, upon agreement by Parties or unilateral cancellation on grounds set forth in the Agreement.
- 17.4. The Subscriber is entitled to unilaterally cancel the Agreement at 2 (two) weeks' notice to SK unless otherwise agreed by Parties.
- 17.5. SK is entitled to unilaterally cancel the Agreement in the following cases:
  - 17.5.1. Services are discontinued, at minimum of 4 (four) months' notice to the Subscriber of Agreement cancellation;
  - 17.5.2. The Subscriber uses Services for purposes other than those specified in the Agreement, for illegal activity or in a manner that may cause substantial damage to SK or third parties without providing any notice;
  - 17.5.3. The Subscriber has failed to rectify the situation giving rise to Service suspension within 1 (one) month of Service suspension.
- 17.6. If a Party to the Agreement materially breaches any material provision of the Agreement, the other Party will be entitled to suspend performance of the Agreement and cancel the Agreement if the other Party has not rectified the breach within 5 (five) Business Days of receiving such notice.
- 17.7. Agreement termination will not release the Subscriber from its obligation to pay invoices for Services until the expiry date specified in the Agreement.
- 17.8. Expiry/cancellation of the Agreement will not have any impact on the enforcement or settlement of obligations arising prior to the expiry of the Agreement.
- 17.9. Agreement termination will not release SK from its obligation to provide audit trails for evidential value of validity confirmation for confirmations made during period when the Agreement was in force.

## **18. Dispute Resolution**

- 18.1. The Agreement shall be governed by Estonian law.
- 18.2. Any disputes arising from the Agreement shall be resolved via negotiation. If an agreement is not reached, the dispute shall be resolved at Harju County Court.

## **19. SK's Contact Details**

- 19.1. SK online customer service system: [www.sk.ee](http://www.sk.ee)
- 19.2. Sales: [sales@sk.ee](mailto:sales@sk.ee)



19.3. Technical support: [support@sk.ee](mailto:support@sk.ee)