

# CONDITIONS FOR USE OF DOCUMENT CERTIFICATES ISSUED TO NATURAL PERSONS BY SEB

Valid from March 30th, 2015

## TERMS & DEFINITIONS

**SEB** - AS SEB Pank, AS SEB Banka, AB SEB bankas, the issuing authorities.

**SEB card (Document)** – card issued by SEB with related Certificates enabling digital identity verification and digital signing.

**Certificates** – digital data related to a specific document, facilitates digital signing and digital identity verification. These digital identity verification and digital signature certificates are linked to the personal data of the document user.

**SK** – provider of certification services, AS Sertifitseerimiskeskus.

**Certificate Owner** – user of the document, whose personal identity data is linked to the digital data contained in the Document.

**PIN codes** – security codes used for digital signatures and digital identity verification.

**SEB Service Point** – the place where SEB-cards are issued and where follow-up services are provided for SEB-card certificates. These follow-up services include the following activities related to certificates:

- Activation;
- Suspension of validity;
- Termination of suspension of validity;
- Revocation.

The list of service points can be found in the SEB intranet.

**SK online application platform** – dedicated SK web application (<http://www.sk.ee/aktiveerimine>) for activating SEB-card certificates.

**Help Line** – SEB 24h phone service for suspension of SEB card certificates (speed dial published in the SEB intranet).

**Conditions for Use** – these „Conditions for Use of Document Certificates Issued to Natural Persons by SEB“.

## 1. GENERAL TERMS AND CONDITIONS

- 1.1. SK issues certificates to be entered into the document for the purpose of digital identification and digital signature and provides the service that enables checking, suspension, termination of suspension and revocation of certificates (provision of the certification service).
- 1.2. SK retains the right to modify these conditions for use upon necessity. Information regarding the modifications shall be made available in the SEB intranet.
- 1.3. The customer is issued a document with suspended certificates.
- 1.4. SK provide certification service according to the SEB-card Certification Policy (<https://sk.ee/en/repository/>) and legislation of the Republic of Estonia.

## **2. RIGHTS and OBLIGATIONS of CERTIFICATE OWNERS**

- 2.1. In order to utilize these certificates the owner must activate the certificates in the SK online application platform or at SEB Service Point. The process of activation terminates the suspension of certificates.
- 2.2. By activating the certificates the owner thereby assumes all responsibility arising from the use of these certificates.
- 2.3. The owner retains the right and responsibility to use these certificates pursuant to the current version of the Conditions for use.
- 2.4. The owner undertakes to protect his PIN codes to the best of his abilities. If these codes should not be under the control of the owner (e.g. these have been stolen), then the owner must immediately change the codes, and if it is not possible, suspend the validity of the certificates.
- 2.5. The owner must, upon the discovery of loss of document, immediately suspend the validity of the certificates by calling the 24h Help Line or at the SEB Service Point. The termination of the suspension of validity of certificates and revocation of certificates can be done at SEB Service Points or via a digitally signed application.

## **3. LIABILITY**

- 3.1. Certificate owner shall bear sole liability personally and in full scope for all digital identity verifications and digital signatures made using the certificates both during the validity of those certificates and also after the end of their validity period.
- 3.2. Certificate owner is aware that digital signatures made with expired, suspended or revoked certificates are invalid.
- 3.3. Certificate owner is responsible for any damages arising from non-performance or non-conforming performance of obligations set out in the Conditions for use.
- 3.4. SK is responsible for the performance and due performance of obligations set out in law for providers of certification services.
- 3.5. SK is not responsible if for reasons beyond its control (*force majeure*, actions/failure to act by third party) Certificate owner cannot use the digital signature, conduct digital identity verification, other interested parties cannot verify the validity of certificates or some other inquiries/operations cannot be executed.

## **4. VALIDITY of CERTIFICATES and VERIFICATION of the VALIDITY of CERTIFICATES**

- 4.1. The certificate is valid from the start date indicated in the certificate.
- 4.2. The validity of the certificate expires on the date of expiry indicated in the certificate or if the certificate is revoked.
- 4.3. SK retains the right to suspend the validity of certificates in case of reasonable doubt that the certificate contains inaccurate data or the certificate is not under the control of the owner and may be used without the owner's consent/approval.
- 4.4. SK must suspend the validity or revoke certificates upon the request of the owner, SEB or on the grounds stipulated in law.
- 4.5. The verification of the validity of certificates is done using the certificate revocation list. In case of verification based on the certificate revocation list the interested party must use the most recent updated list. The certificate revocation list contains certificates which have been suspended and revoked, as well as the time and reasons for these modifications. Revocation lists shall be published at <http://www.sk.ee/crls/> regularly and not less than once in every 12 hours.

## **5. PROCESSING of PERSONAL DATA**

- 5.1. The certificate owner is aware and agrees to the fact that during the use of digital certificates in digital identification, the person conducting the identification is sent the certificate that has been entered in their owner's document and contains their name and personal identification code.
- 5.2. The certificate owner is aware and agrees to the fact that during the use of digital certificates for digital signature, the certificate that has been entered in their document and contains their name and personal identification code is added to the document they digitally sign.
- 5.3. SK shall process personal data of certificate owner according to Directive 95/46/EC of the European Parliament and of the Council on personal data protection; personal data protection act of Estonia; and other legal acts of Estonian Republic. Principles of client personal data protection is published at homepage of SK <http://www.sk.ee/en/about/data-protection/>.
- 5.4. SK shall have a right to disclose information on certificate owners to third persons who have that right on the basis of the legislative acts of the Republic of Estonia.