



TERMS & CONDITIONS ITSME SIGN VALIDATION SERVICE

1. THE GENERAL TERMS & CONDITIONS

These Terms & Conditions are issued by Belgian Mobile ID, <https://www.belgianmobileid.be/>, having its registered seat at Place Sainte-Gudule / Sint-Goedeleplein 5, 1000 Brussels, Belgium (BCE Nr. 0541.659.084), VAT number BE 541.659.084.

They apply to any person relying on a report issued by Belgian Mobile ID in the context of the itsme Sign Validation Service to the extent that person has not entered into a specific agreement with Belgian Mobile ID on the same subject matter (a Relying Party).

The Terms and Conditions may be amended from time to time by Belgian Mobile ID. Relying Parties will be informed thereof by the publication on Belgian Mobile ID's website of the updated Terms and Conditions.

2. APPLICABLE FRAMEWORK

The itsme Generic Signature Validation Service Policy, as published by Belgian Mobile ID on its website (<https://www.itsme.be/en/legal/document-repository>), Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions (the eIDAS Regulation) and all standards applicable pursuant thereto, apply to the itsme Qualified Sign Service.

The itsme Sign Validation Service has been assessed to be conformant with the eIDAS Regulations, the applicable standards and the itsme Generic Signature Validation Service Policy under the conformity assessment scheme approved by the Dutch Supervisory Body but under supervision of the Belgian Supervisory Body.

3. LIMITATION TO THE USE OF THE ITSME SIGN VALIDATION SERVICE

The itsme Sign Validation Service must be used in accordance with all restrictions, requirements, specifications and instructions in the itsme Generic Signature Validation Service Policy. They will not be used in relation with any unlawful or unethical activity.

The itsme Sign Validation Service will only be available to subscribers that entered into an agreement with Belgian Mobile ID to that purpose and that are connected to the Belgian Mobile ID solution via the Belgian Mobile ID API (the Subscribers).

Belgian Mobile ID will not be liable towards anyone for any use of the itsme Sign Validation Service that would not be compliant with the limits and restrictions described in this Chapter 3 and with the itsme Generic Signature Validation Service Policy.

4. RECORD-KEEPING

Belgian Mobile ID shall keep records (including logs) regarding the performance of the itsme Sign Validation Service for a period of ten (10) years, beginning, for each signature for which validation is requested from Belgian Mobile ID, at the time of transmission of the validation report to the Subscriber.

5. SCOPE OF LIABILITY, EXCLUSIONS AND LIMITATION OF LIABILITY

In accordance with Article 13 of the eIDAS Regulation, Belgian Mobile ID will only be liable in relation to the itsme Sign Validation Service for damages caused intentionally or negligently due to a failure to comply with its obligations under the eIDAS Regulation.

To the extent permitted by law (including the eIDAS Regulation), Belgian Mobile ID is not liable for any loss (*i.e.* loss, liability, cost, claim, damages, fees, charges and expenses including all legal and other professional fees and disbursements), direct or indirect arising out of:

- any reason beyond Belgian Mobile ID's control (including cases of Force Majeure). For the purposes of these Terms and Conditions, Force Majeure shall mean any unforeseen event which is beyond the reasonable control of Belgian Mobile ID or which may not be reasonably avoided and which prevents or delays performance, by Belgian Mobile ID or any person acting on its behalf, of any of its obligations relating to the itsme Sign Validation Service, including natural disasters, outbreak or escalation of hostilities (whether or not war has been declared), hacking or internet attack that could not be prevented with reasonable security measures, or any other unlawful act against public order or authority, unpredictable acts of the authorities, strike or other labour dispute, government restraint, power or communications disruption, suspension of payments, insolvency, receivership, administration, bankruptcy or liquidation of any third party;
- negligent, illegal, unethical, fraudulent or criminal acts or omissions of the Subscriber and/or any third party;
- any indirect, incidental or consequential loss,
- any direct loss other than caused exclusively by Belgian Mobile ID's own gross negligence or wilful misconduct, save in the case of death of physical injury;

To the extent permitted by law (including the eIDAS Regulation), the aggregate liability of Belgian Mobile ID for any and all losses suffered or incurred by a person in relation with the itsme Sign Validation Service shall not exceed € 2.500 (two thousand and five hundred Euros).

This chapter applies regardless of the legal grounds or nature of the claim.

6. APPLICABLE LAW AND COMPETENT JURISDICTION

These General Terms & Conditions shall be governed by and construed in accordance with Belgian law. Subject to applicable consumer law provisions stating otherwise, any dispute arising out of or in connection with these General Terms & Conditions or the itsme Sign Validation Service shall be submitted to the exclusive jurisdiction of the courts of Brussels.

7. CONTACT INFORMATION

All questions regarding the itsme Sign Validation Service may be asked via the contact form at the itsme website at <https://www.itsme.be/en/contact>.