



ITSME[®] SERVICES

TERMS AND CONDITIONS FOR VALUE ADDED RESELLERS

1. SUBJECT MATTER OF THESE T&Cs

Together with the Value Added Reseller Agreement, these terms and conditions (T&Cs or Terms and Conditions) govern the provision, by Belgian Mobile ID (Belgian Mobile ID), of the itsme[®] Services to the Value Added Reseller (both being individually referred to as their denomination above or as a Party and together as the Parties), and the integration, by Value Added Reseller, of the itsme[®] Solution and Services into its Solution (the Value Added Reseller Agreement, its annexes and these T&Cs being together referred as the Agreement). By entering into the Value Added Reseller Agreement or using the itsme[®] Services, Value Added Reseller confirms that it has received those T&Cs and acknowledges and agrees to be bound by them. These T&Cs supersede any other terms and conditions that could apply to the itsme[®] Services, among others the terms and conditions of Value Added Reseller.

2. THE ITSME[®] SERVICES

The itsme[®] Services offered by Belgian Mobile ID are the following:

- Identification (share data, register, sign up);
- Authentication (login);
- Confirmation (approval)
- Signature Creation

Belgian Mobile ID may develop other services. In such case, the T&Cs will be amended to reflect those new services and Value Added Reseller will be notified in accordance with those General Terms and Conditions.

Belgian Mobile ID shall use its best endeavors to perform the itsme[®] Services as described in the Agreement. All of Belgian itsme[®] Services will be performed on the basis of a best-efforts obligation, unless and in so far Belgian Mobile ID has explicitly promised a result in the Agreement, and the result has also been sufficiently defined.

Without prejudice to the other provisions of the Agreement, Belgian Mobile ID shall during the term of Agreement maintain and provide to the End Users the itsme[®] App, by means of which the End Users will be able to have access to the itsme[®] Services.

3. DURATION, SUSPENSION AND TERMINATION OF THE AGREEMENT

3.1. Duration and entry into force of the Agreement

The Agreement has the duration as stated in the Value Added Reseller Agreement.

The entry and remaining into force of the Agreement is under the condition precedent that Value Added Reseller generally complies and continues to comply with the Data Protection Laws and Regulations and holds all necessary licenses, authorisations or registrations necessary for its activities.

Before beginning providing the Services to Value Added Reseller, Belgian Mobile ID may verify that all conditions and requirements under the Agreement are fulfilled, among others (a) the effective interoperability of Value Added Reseller's IT system with Belgian Mobile ID's IT system (testing of the Interfaces), (b) the security of Value Added Reseller's IT systems connected to Belgian Mobile ID's system, and (iii) generally, the compliance of Value Added Reseller, of its processes and its legal documentation, marketing material, websites and/or mobile apps with the

requirements under the Agreement, including Belgian Mobile ID's branding guidelines. Belgian Mobile ID is not obliged to perform the Services if it deems that Value Added Reseller does not meet the requirements set forth above.

3.2. Termination of the Agreement

Either Party may, at any time after the expiration of the Initial Term defined in the Value Added Reseller Agreement, without specific indemnity, terminate the Value Added Reseller Agreement for convenience by providing the other Party three (3) months' prior written notice.

In addition, either Party (the Terminating Party) may terminate the Agreement, with immediate effect and without prior intervention of a court as from the date of receipt of the notice of termination as sent by the Terminating Party to the other Party via registered mail or delivered by a courier, in case one or more of the following circumstances occurs:

- (a) in case of a material Breach by the other Party, which is not capable of remedy or, if capable of remedy, which has not been remedied for whatever reason by remedial actions within one (1) month from notification thereof;
- (b) in case the other Party is prevented from performing its obligations due to a Force Majeure Event during a period of more than sixty (60) Calendar Days, it being understood however that the Terminating Party will not be entitled to terminate the Agreement if the Force Majeure has only a minor impact on the situation of the Terminating Party;
- (c) if, due to any dishonest, fraudulent, criminal, malicious or materially negligent act or omission of the other Party or any person for which it is liable, in the Terminating Party's reasonable opinion based on tangible facts, (i) the reputation of the Terminating Party is materially harmed, threatened or put at risk or (ii) the performance of the other Party's obligations under the Agreement is prejudicially affected;
- (d) to the extent permitted by law, in case of Insolvency Event affecting the other Party;
- (e) upon injunction of a Competent Authority to do so or if there is a Regulatory Change materially affecting the ability of the Terminating Party to perform its obligations or exercise its rights under the Agreement.
- (f) it being understood however that a Party under this Agreement may terminate the Agreement based on the circumstances as described in this Clause 3.2 only if, prior to termination, the terminating Party escalated the matter in accordance with Clause 13.2.1 (*Escalation Committee*) and the Parties did not find an agreeable solution within the period as outlined in said Clause.

Value Added Reseller may also terminate the Agreement with immediate effect and without indemnity in the event that Belgian Mobile ID makes a material change to the Agreement wherewith Value Added Reseller does not agree, it being agreed however that Value Added Reseller will only be entitled to do so after having notified its opposition to the change and the matter has been referred to the Escalation Committee in accordance with Clause 13.2.1 (*Escalation Committee*) and the Parties did not find an agreeable solution within the period as outlined in said Clause.

Belgian Mobile ID may, without prejudice to its other rights and remedies under the Agreement or any applicable law, suspend, for as long as those circumstances last, the provision of the itsme[®] Services, in all circumstances listed above.



Suspension, expiration, termination or cancellation of the Agreement by law or in accordance with the Agreement shall be without prejudice to the rights and liabilities of Belgian Mobile ID and Value Added Reseller which have accrued prior to the date of termination by law or under the Agreement, and shall not affect the coming into force or the continuance in force of the provisions of the Agreement which are expressly or by implication intended to come into or continue to be in force on or after such termination. All such provisions shall be deemed to survive the expiration or termination of the Agreement for as long as necessary to fulfil their purposes.

The exercise of a termination right as set forth herein is without prejudice to Belgian Mobile ID's obligation to, as the case may be, provide termination assistance services in accordance with Clause 11.5.1 below.

4. INTEGRATION OF THE ITSME® SERVICES INTO VALUE ADDED RESELLER SOLUTION

4.1. Integration of the itsme® Services in the Value Added Reseller's Solution

The Value Added Reseller shall integrate the itsme® Services and the itsme® App into the Value Added Reseller Solutions in accordance with any and all guidelines notified from time to time by Belgian Mobile ID.

4.2. Development of the Interfaces

The Value Added Reseller shall at all times ensure appropriate connection between the Customer's and Belgian Mobile ID IT systems to allow the Customers to use the itsme® Services.

The Value Added Reseller shall develop, configure and implement the Interfaces between the Belgian Mobile ID IT systems on the one hand and the Value Added Reseller and/or Customer IT systems on the other hand that will ensure the interoperability between the Belgian Mobile ID IT systems and the Value Added Reseller and/or Customer IT systems necessary for the Customers to be able to use the itsme® Services. The Value Added Reseller warrants that any and all security measures, as updated from time to time in accordance with the best practices and industry standards, are and will be implemented within its own IT system, in order to protect in a professional and adequate manner all elements of its IT system against virus infections, malfunctions and fraudulent use and in order to prevent any infection of the Belgian Mobile ID IT systems by the Value Added Reseller IT systems.

Where necessary, the Value Added Reseller shall deliver the documentation of the Belgian Mobile ID API to the Customers wishing to use the itsme® Services, as made available by Belgian Mobile ID to the Value Added Reseller at that time.

The aforementioned Interfaces shall be developed, configured and implemented in accordance with the specifications and guidelines notified from time to time by Belgian Mobile ID to the Value Added Reseller. Belgian Mobile ID shall provide the necessary information to the Value Added Reseller in order to allow the Value Added Reseller to integrate the itsme® Services and the Belgian Mobile ID API in its applications and IT systems.

The Value Added Reseller shall ensure (i) that it holds all necessary intellectual property rights to develop, configure, use and implement the Interfaces and (ii) that the Customer and, to the extent where this applies, Belgian Mobile ID shall have a valid right to use such rights and the Interfaces without any costs to, or consideration from, Belgian Mobile ID, for the sole purpose of exercising its rights or performing its obligations under this Agreement. easily use the itsme® Services.

Value Added Reseller shall at least use its best efforts ("obligation de moyens/inspanningsverplichting") to ensure that (i) its IT environment and operational processes are adequately protected against security incidents and (ii) the security of Belgian Mobile ID's environment is not adversely affected by the Value Added Reseller or its IT environment.

In no event shall Belgian Mobile ID be liable to any person for any problem regarding, arising out of or in connection with the development, configuration, implementation and/or use of the Interfaces between the Belgian Mobile ID IT systems and the Value Added Reseller and Customer IT systems. Without prejudice to Belgian Mobile ID's other rights under this

Agreement, in case any technical problem arises, the Parties hereby agree to discuss in good faith to find a solution to solve the problem and make the Interfaces work as soon as possible.

Belgian Mobile ID and Value Added Reseller shall comply with the release management procedure described in the Value Added Reseller Agreement.

4.3. Presentation of the itsme® Services

The Value Added Reseller shall implement into the Value Added Reseller's Solution the necessary buttons and displays so that the Customer and the End Users can use the itsme® Services.

The Value Added Reseller shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the presentation of the itsme® Services and the itsme® App in the Value Added Reseller's Solutions and more generally the use of the itsme® Services (such as the requirements for an End User's registration process with the Customer, the information to be provided to the End User before requesting Belgian Mobile ID to disclose elements of the Identity Data, and the information to be provided to Belgian Mobile ID when using the itsme® Services).

4.4. Level of services

The Value Added Reseller shall use its best efforts to ensure that the integration of the itsme® Solution in the Value Added Reseller's Solution does not negatively impact the Customers or the itsme® Users' experience and that, generally, the user experience remains at least of the same quality as in the case of a direct use of the itsme® Services.

5. RELATIONS WITH THE CUSTOMERS

5.1. Promotion of the itsme® Services

When promoting the itsme® Services towards its actual or potential Customers, Value Added Reseller shall

- (a) use the marketing material communicated by Belgian Mobile ID (as updated from time to time),
- (b) ensure that all relevant staff members in contact with the Customers have received appropriate training and information on the itsme® Services and the itsme® App,
- (c) comply with all reasonable instructions and guidelines from Belgian Mobile ID as communicated from time to time by Belgian Mobile ID.

Belgian Mobile shall communicate to Value Added Reseller all necessary information to the Value Added Reseller to enable it to appropriately present the itsme® App and the itsme® Services.

5.2. Customer selection

The Value Added Reseller may offer the itsme® Services as part of its own Solution to an unlimited number of Customers, provided however that the Value Added Reseller shall comply with any and all guidelines or conditions contained in the Agreement or notified from time to time by Belgian Mobile ID concerning the selection and enrolling of Customers.

The Value Added Reseller shall not provide the itsme® Services to a Customer that performs, enables or promotes: (i) any activity that is in breach of the law, public order or public morality), (ii) unsolicited commercial communications (e.g. spam); (iii) collecting or harvesting personal information (e.g. phishing); (iv) any activity or sector that has been identified by Belgian Mobile ID as unauthorised, as notified from time to time by Belgian Mobile ID, provided that activity or sector is notified to Value Added Reseller before the conclusion of the relevant Customer Agreement ; (v) any activity that is offensive, defamatory, harmful to minors, indecent, illegal, in breach of third party rights or otherwise objectionable.

5.3. Customer activation

Before requesting the activation of a Customer, the Value Added Reseller shall perform the verifications described in the Onboarding Guide.



Belgian Mobile ID may at any time refuse to activate and/or serve a Customer which does not fulfil any of the requirements described in the Agreement.

5.4. Customer Contract

Before providing the itsme® Services to a Customer, Value Added Reseller shall enter with that Customers into a Customer contract, providing that the Customer wishes to use the itsme® Services. Belgian Mobile ID will never provide the itsme® Services in relation to a Customer which would not have entered into such Customer agreement.

Value Added Reseller shall ensure that the Customers comply with all obligations or restrictions that are imposed on Value Added Reseller or the Customer under the Agreement and that are necessary or relevant to (i) protect Belgian Mobile ID's rights as described in the Agreement, (ii) ensure the proper use of the itsme® Services or (iii) not use the Belgian Mobile ID's IPR other than as authorized in this Agreement. These obligations include, without limitation, (i) displaying the itsme® Brand in accordance with Belgian Mobile ID's branding guidelines or instructions, (ii) notifying any disputes or claims from an End-User concerning an Operation, and (iii) complying with instructions and guidelines from Belgian Mobile ID regarding the presentation and functioning of the itsme® Services. Where necessary, Value Added Reseller shall procure the Customers to take the relevant commitments to that purpose. Belgian Mobile ID will have no liability towards the Customers using any of the Value Added Reseller's Solution.

The Value Added Reseller shall, through appropriate contractual clauses in the Customer Agreement, ensure that the Customer complies with all requirements the applicable Data Protection Laws and Regulations (among others, regarding the information to the Data Subjects, the legality and justification of the processing, the purpose limitation and data minimisation principles).

5.5. Support

Support to the Customers shall be organized by the Parties as described in the annexes to the Value Added Reseller Agreement.

5.6. Payment of the Customer Fees

Value Added Reseller shall be solely responsible for the determination and receipt of the fees from the Customers.

5.7. Right to use the Customer Brand

The Value Added Reseller shall use its best efforts to obtain an authorization from the Customer under the Customer Agreement for Belgian Mobile ID to use the Customer Brand, name and url for the purposes of marketing and commercial communications relating to the itsme® App and the itsme® Services. This authorization will include a non-exclusive, non-assignable, non-transferable, revocable and royalty-free right for Belgian Mobile ID to display or use the Customer Brand (including its name), without the right to sublicense, solely for the purpose of marketing the itsme® App and the itsme® Services towards potential or actual users of the itsme® App and itsme® Services and other Value Added Resellers and Customers. Belgian Mobile ID shall not use the Customer Brand without having received confirmation by the Value Added Reseller that it has been authorized to do so by that Customer. Belgian Mobile ID shall comply with any condition or requirement imposed by the Customer for the use of its Customer Brand, even if such condition or requirement has been imposed on Value Added Reseller through (the cooperation arising out of) the Customer Agreement.

5.8. Notification in case of dispute or claim by an End-User regarding an Operation

The Value Added Reseller shall as soon as possible (and no later than five (5) Business Days as from becoming aware of such dispute or claim) notify to Belgian Mobile ID any dispute with, or claim from, an End User concerning, directly or indirectly, an Operation made by that End User .

6. FEES, COSTS AND CHARGES

The Value Added Reseller shall pay to Belgian Mobile ID the Fees as set forth in the Value Added Reseller Agreement. Notwithstanding anything provided to the contrary, the Fees set forth in the Agreement shall, on the 1st of January of each year, be automatically increased in accordance with the following formula:

$$P1 = P0 \times [0.2 + (0.8 \times (S1 / S0))],$$

where P0 = base rate and P1 = revised rate

P0 = The charges as set forth in the Agreement

S1 = last published monthly value of the Agoria index preceding the adjustment date

S0 = last published monthly value of the Agoria index preceding the date of signature

Agoria Index: means the Agoria index for reference wages (country average) as is published on the website of Agoria: <https://www.agoria.be/nl/Refertelonen-overzichtstabellen>

All Fees and any other charges or costs mentioned in the Agreement are exclusive of any kind of taxes applicable in any competent jurisdiction. To the extent taxes, other than corporate income tax due by Belgian Mobile ID in its country of incorporation or in any country in which it operates a permanent establishment recognised as such under the laws of its country of incorporation, are due on the Fees, such taxes shall be immediately paid in full (or, where relevant, reimbursed in full to Belgian Mobile ID) and borne by the Value Added Reseller so that Belgian Mobile ID effectively receives the full amount agreed under the Agreement.

Each invoice shall become final to the extent it has not been disputed in writing within fifteen (15) Calendar Days from receipt.

In the hypothesis where the Value Added Reseller disputes an invoice in good faith within the above mentioned timeframe, the Value Added Reseller shall pay the undisputed part in accordance with this Clause 6 (*Fees, costs and charges*).

All payments of Fees and all other charges or costs shall be made in Euro.

Without prejudice to any other rights and remedies of Belgian Mobile ID, any overdue amount will automatically and without prior notice bear interest at the statutory rate as per the Act of 2 August 2002 on combating late payment in commercial transactions, as from the due date until the date of actual payment (whether or not after any judgment).

7. DATA PROTECTION

7.1. General commitment

Belgian Mobile ID and Value Added Reseller shall at all times comply with the relevant Data Protection Laws and Regulations and they shall not consciously take any action, or permit any action to be done, that may lead to a breach of the Data Protection Laws and Regulations.

In the context of this Agreement, the Value Added Reseller will act as Data Processor either for, depending on the circumstances, Belgian Mobile ID or the Customer. Value Added Reseller shall use those data only for the purposes of performing this Agreement and in compliance with Clause 7.2 (*Processing of the Customer and End User data*)

The Value Added Reseller shall be liable for ensuring the integrity and the confidentiality of the data transmitted from and to Belgian Mobile ID through the Value Added Reseller's Solution and for ensuring that that data is bug- and exploit-free. It shall be liable for any Loss caused to Belgian Mobile ID as a result of the processing of such data.

The Value Added Reseller shall not use any of the data relating to the End-User or the Customer's use of the itsme® Services for another purpose than performing this Agreement or the Customer Agreement.

Commitments of the Value Added Reseller when acting as Data Processor) below.

Each Party, acting independently, shall develop, implement, maintain and adhere to a comprehensive written information security program that complies with all applicable Data Protection Laws and Regulations. Without limitation, the Parties' information security program shall include technical, physical, and administrative/organizational safeguards designed to (1) ensure the security and confidentiality of the Personal Data under their control or the control of their (sub)processors; (2) protect against any anticipated threats or hazards to the security and integrity of data under their control or the control of their (sub)processors; and (3) protect against any actual unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data under their control or the control of their (sub)processors. Each Party, acting independently, shall take information security guidelines and recommendations issued by regulatory authorities into consideration in the design of their information security program.

The Parties acknowledge and agree that, whenever they act as Data Controller, they will each be solely responsible for (i) their compliance with Data Protection Laws, (ii) complying with any request, including but not limited to any access request or rectification request from a data subject and (iii) performing any notices (i) to the Competent Authorities and (ii) the data subjects as a result of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (hereinafter a Data Breach). The Parties will provide reasonable mutual assistance to each other if such mutual assistance is required for complying with a data subject's request as regards its personal data.

7.2. Processing of the Customer and End User data

The Value Added Reseller shall be liable for ensuring the integrity and the confidentiality of the data transmitted from and to Belgian Mobile ID through the Value Added Reseller's Solution and for ensuring that that data is bug- and exploit-free. It shall be liable for any Loss caused to Belgian Mobile ID as a result of the processing of such data.

The Value Added Reseller shall not use any of the data relating to the End-User or the Customer's use of the itsme[®] Services for another purpose than performing this Agreement or the Customer Agreement.

7.3. Commitments of the Value Added Reseller when acting as Data Processor

Where, in connection with the Agreement, the Value Added Reseller act as Data Processor for Belgian Mobile ID, Value Added Reseller:

- (a) shall process the Personal Data solely for the purposes of performance, management and monitoring of the Agreement, and in any event only in accordance with the Data Controller's written instructions and the terms of the Agreement;
- (b) shall implement and take the technical, organisational security and confidentiality measures as required in the Data Protection Laws and Regulations;
- (c) shall promptly notify the Data Controller about (i) any legally binding request for disclosure of the data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, (ii) any accidental or unauthorized access it is aware of;
- (d) shall inform the Data Controller in writing as soon as reasonably possible, and in any event, no later than 24 hours from the Data Processor becoming aware of the Data Breach, of any confirmed material Data Breach related to these Personal Data and in particular of (i) any incident or breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed; and (ii) any known security issue that may result in such incidents.
- (e) shall provide to the Data Controller all necessary information that the Data Controller would reasonably request to verify the Data Processor's compliance with the Data Protection Laws and Regulations or to obtain approval from the Competent Authority (if any) and will allow the Data Controller to perform

audits to that purpose. Belgian Mobile ID' audit rights under this Clause shall include (it being understood that those rights are strictly limited to all information necessary to assess the Value Added Reseller's or the Customer's compliance with the Agreement), an on-site audit right, a right to request information, a right to access the Value Added Reseller's premises and staff upon reasonable notice during the relevant business hours, a right to inspect the Value Added Reseller's records and a right to be promptly provided with any information and documentation maintained by the Value Added Reseller. Belgian Mobile ID shall ensure that any and all internal and external advisors designated by it for purposes of performing the audit shall be bound by confidentiality obligations at least as stringent as the obligations under this Agreement. The external costs of an audit shall be entirely borne by Belgian Mobile ID except where the audit reveals a Breach from the Value Added Reseller, in which case the Value Added Reseller shall bear the cost of the Audit. Internal costs (i.e. time spent by the Value Added Reseller's employees or advisors to provide the information requested in the context of the audit. will be borne by the Value Added Reseller

- (f) in case of Data Breach, shall co-operate with the Data Controller and provide all the necessary and requested information to enable the data controller to fulfil its notification duties;
- (g) when a Data Subject exercises its rights under the Data Protection Laws and Regulation, shall co-operate with the Data Controller and assist it in addressing the data subject's requests;
- (h) in accordance with Article 30 of Regulation (EU) 2016/679 of 27 April 2016 on the protection of Data Subjects with regard to the processing of Personal Data, shall keep a record of all Personal Data processed for the Data Controller and, at the Data Controller's first request, shall provide it with a copy of those records in an appropriate and easily readable format;
- (i) shall not transfer any Personal Data in any country outside the European Economic Area (EEA) that does not ensure an adequate level of protection without the Data Controller's prior written approval; notwithstanding the foregoing, the transfer of Personal Data outside the EEA to a country which does not ensure an adequate level of data protection is allowed, in the context of the performance of the Agreement, provided (i) the sub-processor has agreed in writing to the standard contractual clauses of the European Commission for the transfer of Personal Data to Data Processors established in third countries (2010/87/EU) or has implemented any other valid transfer mechanism referred to in data protection legislation, and (ii) the Data Processor has informed the Data Controller thirty (30) Calendar Days in advance of such planned transfer ;
- (j) shall not appoint sub processors without the Data Controller's prior approval. When sub processor(s) is (are) appointed, the same data protection obligations as those set out in the agreement between the Data Controller and the Data Processor shall apply ;
- (k) shall not retain any Personal Data longer than necessary for performing its obligations under this Agreement and in accordance with Belgian Mobile ID's instructions and, at the Data Controller's election, either return or destroy the Personal Data at the end of the contractual relationship between the Data Controller and the Data Processor; and
- (l) shall ensure that its directors, employees, advisors and consultants having access to Personal Data respect the duty of confidentiality and only process the Personal Data based on the Data Controller's instructions.

7.4. Survival of undertakings

The obligations set forth in this Clause 6 (*Fees*, costs and charges



The Value Added Reseller shall pay to Belgian Mobile ID the Fees as set forth in the Value Added Reseller Agreement. Notwithstanding anything provided to the contrary, the Fees set forth in the Agreement shall, on the 1st of January of each year, be automatically increased in accordance with the following formula:

$$P1 = P0 \times [0.2 + (0.8 \times (S1 / S0))],$$

where P0 = base rate and P1 = revised rate

P0 = The charges as set forth in the Agreement

S1 = last published monthly value of the Agoria index preceding the adjustment date

S0 = last published monthly value of the Agoria index preceding the date of signature

Agoria Index: means the Agoria index for reference wages (country average) as is published on the website of Agoria: <https://www.agoria.be/nl/Refertelonen-overzichtstabellen>

All Fees and any other charges or costs mentioned in the Agreement are exclusive of any kind of taxes applicable in any competent jurisdiction. To the extent taxes, other than corporate income tax due by Belgian Mobile ID in its country of incorporation or in any country in which it operates a permanent establishment recognised as such under the laws of its country of incorporation, are due on the Fees, such taxes shall be immediately paid in full (or, where relevant, reimbursed in full to Belgian Mobile ID) and borne by the Value Added Reseller so that Belgian Mobile ID effectively receives the full amount agreed under the Agreement.

Each invoice shall become final to the extent it has not been disputed in writing within fifteen (15) Calendar Days from receipt.

In the hypothesis where the Value Added Reseller disputes an invoice in good faith within the above mentioned timeframe, the Value Added Reseller shall pay the undisputed part in accordance with this Clause 6 (*Fees, costs and charges*).

All payments of Fees and all other charges or costs shall be made in Euro.

Without prejudice to any other rights and remedies of Belgian Mobile ID, any overdue amount will automatically and without prior notice bear interest at the statutory rate as per the Act of 2 August 2002 on combating late payment in commercial transactions, as from the due date until the date of actual payment (whether or not after any judgment).

Data Protection) shall survive the expiration or termination (for whatever reason) of the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS AND BRANDING GUIDELINES

8.1. Intellectual Property rights on the itsme® Brand

Belgian Mobile ID or its licensors have the sole and exclusive property, right, title and interest in the itsme® Brand, including all Intellectual Property Rights. All Intellectual Property Rights of Belgian Mobile ID shall be vested in and shall remain the exclusive property of Belgian Mobile ID.

In the event that, by operation of law or otherwise, the Value Added Reseller acquires or obtains after Effective Date any rights (including Intellectual Property Rights) with respect to the itsme® Brand or any other trademark or trade name, an element of which is, and/or which is confusingly similar to or derived from the itsme® Brand, Value Added Reseller hereby irrevocably, at no charge, unconditionally and without limitation, assigns and transfers to Belgian Mobile ID all such rights, which assignment and transfer is hereby accepted (in advance) by Belgian Mobile ID. This paragraph is without prejudice to all rights vested to Value Added Reseller prior to the Effective Date.

No right, title or interest in intellectual property of any kind shall be deemed to have been granted by Belgian Mobile ID to Value Added Reseller, except as otherwise expressly authorized herein.

8.2. License to use the Belgian Mobile ID Brand

Belgian Mobile ID grants to Value Added Reseller, and Value Added Reseller hereby accepts from Belgian Mobile ID, a non-exclusive, non-assignable, non-transferable right (without the right to sub-license other than as expressly described below) to use, for the duration of the Agreement and in the territory/ies mentioned in the relevant Agreement(s), the itsme® Brand(s) for the sole purpose of Value Added Reseller's exercise of its rights or performance of its obligations under the Agreement.

Value Added Reseller shall at all times comply with the requirements and guidelines regarding the presentation of the itsme® Brand(s) as communicated by Belgian Mobile ID from time to time.

Upon notification by Belgian Mobile ID of changes to the guidelines that Belgian Mobile ID may issue from time to time in connection with the Belgian Mobile Brand, the Value Added Reseller agrees that all use, advertising, promotion and display of the itsme® Brand in whatever form or way shall be amended to reflect such changes.

Value Added Reseller may authorize Customers to use the Belgian Mobile ID Brand(s) for the sole purpose of Customer using the itsme® Services in accordance with this Agreement. Value Added Reseller guarantees that any sub-licensee, which uses or displays the itsme® Brand shall do so only in accordance with this Agreement and the instructions and guidelines Belgian Mobile ID may issue from time to time. Any act or omission of any such sub-licensee in relation to the itsme® Brand shall be treated as an act or omission of Value Added Reseller under the Agreement, including any act or omission in breach of the Agreement.

8.3. License to use Value Added Resellers' Brand

Value Added Reseller hereby grants Belgian Mobile ID a limited, worldwide, non-exclusive, non-transferable, non-(sub)licensable right to, for the duration of the Agreement, use, display Value Added Reseller's Brand to the extent such use or display relates to the provision and promotion of the itsme® Services contemplated under this Agreement.

Value Added Reseller represents and warrants that it has sufficient rights to grant such license regarding Value Added Reseller's Brand, and shall indemnify and hold Belgian Mobile ID harmless against any and all claims by third parties alleging infringement by Belgian Mobile ID of such parties' intellectual property rights through use by Belgian Mobile ID of Value Added Reseller's Brand.

8.4. Obligations common to the Brand Licenses

No right, license, title or interest in intellectual property of any kind shall be deemed to have been granted by a Party to the other Party, except as otherwise expressly authorized herein.

Either Party (the "Licensee") is only allowed to use the other Party's Brand (the "Licensing Party" or "Licensor") in accordance with the Licensing Party's guidelines and instructions (including the branding guidelines) expressly communicated by the Licensing Party to the Licensee, as they may be amended from time to time by the Licensor.

The Licensee shall not display the Licensor's Brand in any manner that could jeopardise the validity, distinctiveness or reputation, of Licensor's Brand or that could be detrimental to the Licensor or its products and services. The Licensee shall not, either during the term of the Agreement or after termination thereof, (seek to) register or use any trademark, logo, trade name, other distinctive sign or design or other artwork that is identical or similar to or derived from Licensor's Brand. Licensor's Brand may not be used in connection with any illegal activity, or in connection with any other activity as may be notified by the Licensor from time to time.

Any and all goodwill associated with Licensor's Brand shall inure to the benefit of the Licensor unless otherwise provided.

If at any time during the Agreement, Licensee is or becomes aware of any (i) infringement, unauthorized use or act of unfair competition in relation to, or (ii) challenge to the validity of, proceedings opposing or for rectification in respect of, or (iii) application for registration of any sign the



use of which would infringe Licensor's Brand is occurring, threatened or likely, then Licensee shall promptly notify so to Licensor.

Licensee shall not start any legal proceedings or assume defence relating to the Licensor's Brand without obtaining the prior written consent of the Licensor.

Where the Licensor elects to commence proceedings, the Licensee shall to the extent permitted by law be entitled to be joined as a party in the proceedings, it being understood that the Licensee shall share the costs of such proceedings in proportion to its financial interest in such proceedings.

The Licensee shall give the Licensor reasonable assistance in respect of any proceedings. The Licensee undertakes to follow any and all instructions from the Licensor in any proceedings relating to the Licensor's Brand in which Licensee is a party (unless the proceeding concerns a dispute between Licensee and Licensor) and that it shall not agree to any settlement or compromise of such proceedings without Licensor's written consent.

9. CONFIDENTIALITY

9.1. Confidential Information

For the purpose of this Agreement, Confidential Information means any information which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) or which either Party otherwise obtains knowledge of through or as a result of its relationship with the Disclosing Party, access to the Disclosing Party's premises, or communication with the Disclosing Party's employees or independent contractors, in whichever form, relating to (i) the current or future activities, strategies, products, objectives, affairs and/or finances of the Parties and confidential to them or treated by them as such and trade secrets (including, without limitation, technical data and know-how) relating to their activities or of any of their suppliers, clients, distributors or customers, or (ii) the Agreement or any of the agreements or transactions contemplated hereby, provided that Confidential Information shall however not include (a) information or material which at the time of its disclosure, or thereafter becomes (through no fault of a Party, any of its affiliates (as defined in the Belgian Code of Companies and Associations) or its Authorized Recipient) part of the public domain, or (b) for a certain Party, information or material which was known to this Party, its affiliates or its Authorized Recipient at the time of disclosure and was not obtained, directly or indirectly, under a confidentiality obligation.

9.2. Confidentiality obligation

The Receiving Party undertakes with respect to all Confidential Information to:

- (a) keep the Confidential Information secret and not disclose or copy any of it, in whole or in part, to any person other than (i) a prospective Customer, to the extent strictly necessary to inform it of the itsme® Services and their integration in the Value Added Reseller Solution, (ii) with the prior written consent of the Disclosing Party or (iii) to its directors, officers, employees, auditors or advisors or those of its Affiliates (together the Authorised Recipients), but then only on a strict need-to-know basis and on the basis that the Authorised Recipients themselves will not disclose or copy the Confidential Information to any person and are bound by confidentiality information at least as stringent as the ones under this Agreement;
- (b) solely use the Confidential Information for the purposes of exercising its rights or performing its obligations under the Agreement;
- (c) to the extent permitted by law, promptly and informatively notify the Disclosing Party if, pursuant to a legal obligation or further to an administrative or court order the Receiving Party appears likely to become compelled to disclose any of the Disclosing Party's Confidential Information;
- (d) treat any doubtful information as confidential until any doubts concerning its nature are resolved and could be reasonably evidenced, after reasonable enquiry; and

- (e) without prejudice to the Parties' record-keeping obligations under law, to forthwith and promptly return or, at the direction of the Disclosing Party, destroy, any and all Confidential Information, together with any copies derivative works, whether or not authorized, that may have been made, and provide the Disclosing Party with written certification that all notes, memoranda, analyses, reports, presentations, plans, evaluations or other documents or data involving Confidential Information, have been destroyed, upon the written request of the Disclosing Party.

The paragraph (e) will not apply to Confidential Information stored in electronic back up(s), which will be destroyed according to the foreseen schedule of destruction for such back up.

The obligations and restrictions set forth in this section shall be in force for the term of the Agreement and shall, notwithstanding expiration or termination of the Agreement for any reason whatsoever, remain in effect for a time period of five (5) years thereafter.

9.3. Exceptions to the confidentiality obligation

Notwithstanding anything to the contrary in the Agreement, the Parties may, at any time, disclose Confidential Information (or permit the disclosure of Confidential Information):

- (a) as required by law, a court or any Competent Authority; and
- (b) in Court or arbitration proceedings to the extent necessary for a Party to enforce its rights towards the other Party;

provided that, to the extent legally possible, the recipient of Confidential Information undertakes/is under the obligation to keep the Confidential Information confidential subject to appropriate confidentiality undertakings, before any Confidential Information is communicated to it.

Unless expressly agreed otherwise, all rights, title and interest to and in Confidential Information shall vest and remain in the Disclosing Party.

10. LIABILITY AND INSURANCE

10.1. Liability

The duties and responsibilities of Belgian Mobile ID under the Agreement shall be limited to those expressly set forth and undertaken therein.

Belgian Mobile ID will not assume any liability for Losses resulting from an End-User's negligence or any Losses resulting from a fraudulent action of a third party (including hacking, identity theft, etc), unless such fraudulent action directly results from Belgian Mobile ID's non-compliance with its obligations under the applicable laws or regulation or this Agreement.

10.2. Belgian Mobile ID's liability in relation to the Services and this Agreement is limited as follows:

- (a) Belgian Mobile ID shall not be liable when the default in the performance of the Agreement is caused by any action or omission of the Value Added Reseller; and,
- (b) Notwithstanding anything provided herein to the contrary and to the extent permitted by law, under no circumstances shall Belgian Mobile ID be liable for any non-material or indirect Loss (indirect Loss being defined as loss of profits, loss of savings or anticipated savings and loss of business), arising out of or relating to the Agreement regardless of the cause of such losses; and
- (c) To the extent permitted by law, Belgian Mobile ID's aggregate liability towards the Value Added Reseller for any Loss shall in any event not exceed:
 - i. in relation to each event or series of connected events, an amount equal to the fees paid to Belgian Mobile ID by the Value Added Reseller under the Agreement for the three complete months immediately prior to the month in which the relevant event (or first in a series of connected events) occurs;
 - ii. in relation to all events occurring in any Calendar Year, an aggregate amount equal to the fees paid to Belgian

Mobile ID by the Value Added Reseller under the Agreement during the Calendar Year preceding that said Calendar Year. With any series of connected events, all such connected events will for the purposes of this condition be treated as occurring in the year in which the first event occurred. Given the absence of a preceding year during the first Calendar Year of the Agreement, Belgian Mobile ID's liability cap for that first year will amount Belgian Mobile ID's fees for that first Calendar Year.

Nothing in the Agreement limits or excludes any liability for a Party's fraudulent actions or for death or personal injury as a result of a Party's negligence.

10.3. Force majeure

The Parties shall not be liable for any Loss resulting from a delay or failure to comply with their non-monetary obligations under the Agreement due in whole or in part to any event of Force Majeure.

If a Party is, wholly or partially, prevented or delayed from or in performing any of its obligations under the Agreement by Force Majeure (the Affected Party), then the Affected Party's obligations hereunder shall be suspended for as long as such Force Majeure continues and the Affected Party is thus prevented or delayed from or in performing such obligations.

If such Force Majeure continues for more than fifteen (15) Calendar Days, the Parties commit to negotiate in good faith to agree on alternative contractual terms to restore the initial Agreement equilibrium as much as possible.

The Parties may terminate the Agreement in case of Force Majeure as described in Rule 3.2 (*Termination of the Agreement*).

10.4. Insurance

Belgian Mobile ID and Value Added Reseller will take out all necessary insurance policies with a recognised insurance company in order to insure their pre-contractual, contractual and extra-contractual liabilities during the entire term of the Agreement. Belgian Mobile ID and Value Added Reseller shall ensure that the sums insured are sufficient to cover their liabilities under the Agreement.

11. PROVISIONS SPECIFIC TO EACH ITSME® SERVICE

11.1. Identification Service and Share Data

This service consists in the provision, by Belgian Mobile ID, to the Value Added Reseller, of some elements of the Identity Data regarding the End User (as defined in the functional and technical documentation provided to the Value Added Reseller) under the conditions, within the time and in the form described in the same documentation.

11.1.1. Elements of the Identity Data that can be disclosed to the Value Added Reseller

The Identity Data may differ depending on several aspects (such as the source on the basis of which the End User has been identified, the country where the End User resides, processes implemented by the providers of identities used by Belgian Mobile ID, etc.). The exact content of the Identity Data available for each End-User is communicated to the Value Added Reseller at the time of the request for the Share Data regarding that End-User.

The elements of the Identity Data that can be disclosed to the Value Added Reseller as part of the Share Data service must be agreed on by the Value Added Reseller and Belgian Mobile ID before provision of the Share Data service. Belgian Mobile ID shall never disclose any element of the Identity Data which, in its reasonable opinion, is not necessary for the Value Added Reseller to provide its services or products and the Value Added Reseller shall not request from Belgian Mobile ID any element of the Identity Data unless such data is necessary for providing its services.

The elements of the Identity Data that can be disclosed to the Value Added Reseller may be amended by mutual agreement of Belgian Mobile ID and the Value Added Reseller.

11.1.2. Verification of the Core Identity Data

Before disclosing any element of the Core Identity Data to the Value Added Reseller, Belgian Mobile ID will have verified (using reasonable efforts to do so) (i) that those are identical to the data mentioned on the Source Document produced by the End User or to the information provided by the Verification Source and (ii) that the person pretending to be the person identified on the Source Document or by the Verification Source can be assumed, based on reasonable verification, to effectively be the person identified on the Source Document or by the Verification Source.

The exact level of verification of the Core Identity Data is communicated to the Value Added Reseller together with the element(s) of Core Identity Data concerned (as part of the Identity Metadata) including at a minimum (as further described in the functional and technical documentation provided to the Value Added Reseller):

- A description of the Source Document or Verification Source used to verify the content of the Core Identity Data concerned;
- A description of the process used for the verification of the content of the Core Identity Data concerned;
- The date on which the verification occurred.

All other elements of the Identity Data will be communicated to the Value Added Reseller as they were received from the End User or any other source approved by Belgian Mobile ID; Belgian Mobile ID will not verify those before disclosing them to the Value Added Reseller.

11.1.3. Obligations of the Value Added Reseller in relation to the Share Data Service

The Value Added Reseller shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the End User's registration process with the Value Added Reseller, among others regarding the information to be provided to the End User before requesting Belgian Mobile ID to disclose elements of the Identity Data, and the information to be provided by the Value Added Reseller to Belgian Mobile ID (including the timing of communication, the format of communication, etc.) as further described in the functional and technical documentation provided to the Value Added Reseller.

11.2. Authentication Service

11.2.1. Elements of the service and use of Authentication Factors

The Authentication Service consists in the confirmation by Belgian Mobile ID to the Value Added Reseller that an End User wishing to log in the Value Added Reseller's environment has correctly used the authentication factors associated to that End User, as described in the functional and technical documentation provided to the Value Added Reseller. The confirmation by Belgian Mobile ID does not guarantee that such End User is effectively the person he/she declares to be at the time of the logging, but only that Belgian Mobile ID verified that the authentication factors linked to that User have been correctly used at the time of the login.

The authentication of the End User in the context of the Authentication Service may be done using different levels of authentication, as further described in the functional and technical documentation provided to the Value Added Reseller. The Authentication Factors applicable to each use case will be defined by mutual consent with the Value Added Reseller.

The Value Added Reseller is solely responsible to decide which level of authentication it will accept in which circumstances. The Value Added Reseller shall communicate to Belgian Mobile ID, for each Login, which level of authentication should be used by Belgian Mobile ID and Belgian Mobile ID shall act as instructed by the Value Added Reseller, both as further described in the functional and technical documentation provided to the Value Added Reseller.

11.2.2. Additional Information communicated by Belgian Mobile ID at the time of the Login

For each Login, Belgian Mobile ID may communicate to the Value Added Resellers:

- Elements of the Identity Data of the End User concerned. All provisions applicable to the Share Data service apply to the transmission of Identity Data in the context of a Login.
- Elements of Security Data.

The elements of the Security Data that can be disclosed to the Value Added Reseller as part of the Authentication Service shall be agreed on by the Value Added Reseller and Belgian Mobile ID before any transmission thereto, based on the justifiable needs of the Value Added Reseller. Belgian Mobile ID shall never disclose any element of the Security Data which, in its reasonable opinion, is not necessary for the Value Added Reseller to provide its services or products or to perform an appropriate risk and fraud management and the Value Added Reseller shall not request from Belgian Mobile ID any element thereof unless such data is strictly necessary for providing its services.

11.2.3. Specific obligations of the Value Added Reseller regarding the Authentication Service

The Value Added Reseller shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the End User's login process with the Value Added Reseller, among others regarding the appearance of the login page of the Value Added Reseller and the information to be provided by the Value Added Reseller to Belgian Mobile ID (including the timing of communication, the format of communication, etc.) as further described in the functional and technical documentation provided to the Value Added Reseller.

11.2.4. Logs and records kept by Belgian mobile ID

Belgian Mobile ID shall keep logs and records (date and time stamped) of all logins made by the End Users using the itsme® Services.

Those logs and records will contain:

- Date and time of the login
- Identity of the Value Added Reseller concerned
- type of transaction (share data, login or confirm)
- elements of the Identity Data and Security Data transferred to the Value Added Reseller

Belgian Mobile ID will keep the logs and records described above for a period of ten (10) years beginning as from the relevant login.

Belgian Mobile ID shall provide the Value Added Reseller with the logs and records described above as soon as possible and no later than within five (5) Business Days from the request of the Value Added Reseller, in a format easily readable and generally used in the industry, in the following circumstances:

- in case of a dispute between the Value Added Reseller and an End User relating to a specific login ; or
- following a request for information from a Competent Authority; or
- in case of a suspicion of material Breach by Belgian Mobile ID; or
- in any other case where the Value Added Reseller can reasonably justify that it is necessary.

11.3. Confirmation Service

11.3.1. Elements of the Confirmation Service and use of Authentication Factors

This service consists in the confirmation by Belgian Mobile ID to the Value Added Reseller of the consent of an End User to a specific transaction with such Value Added Reseller as described in the functional and technical documentation provided to the Value Added Reseller.

The confirmation by Belgian Mobile ID of a Confirm by an End User of a transaction does not guarantee that such End User is effectively the person he/she declares to be at the time of the Transaction, but only that (i) for the Transaction concerned, Belgian Mobile verified that the authentication factors described in the Functional and the Technical Manuals applicable to the Value Added Reseller have been correctly used by the person confirming the Transaction and that (ii) the person confirming the Transaction was provided, at the time of his/her Confirm, with the Transaction Context, as further described in the functional and technical documentation provided to the Value Added Reseller.

The Transaction Context will be specific for each kind of Transaction as described in the functional and technical documentation provided to the Value Added Reseller. It shall give all details regarding a Transaction that has been provided to the User for specific confirmation with the itsme® Services.

The authentication of the End User in the context of the Confirmation Service may be done using different levels of authentication, as further described in the functional and technical documentation provided to the Value Added Reseller. The Authentication Factors applicable to each use case will be defined by mutual consent with the Value Added Reseller.

The Value Added Reseller is solely responsible to decide which level of authentication it will accept in which circumstances. The Value Added Reseller shall communicate to Belgian Mobile ID, for each confirm, which level of authentication should be used by Belgian Mobile ID and Belgian Mobile ID shall act as instructed by the Value Added Reseller, as further described in the functional and technical documentation provided to the Value Added Reseller.

In addition to the verification of the Authentication Factors, Belgian Mobile ID shall ensure that the End User confirming the Transaction was provided, at the time of his/her confirm, with the Transaction Context, as further described in the Functional and Technical documentation.

The Transaction Context shall be determined and communicated to Belgian Mobile ID by the Value Added Reseller, using the templates provided by Belgian Mobile ID as further described in the Functional and Technical documentation.

11.3.2. Additional Information communicated by Belgian Mobile ID at the time of the Confirm

For each Confirm, Belgian Mobile ID may communicate to the Value Added Reseller:

- elements of the Identity Data of the End User concerned. All provisions applicable to the Share Data service apply to the transmission of Identity Data in the context of a Login.
- elements of Security Data.

The elements of the Security Data that can be disclosed to the Value Added Reseller as part of the Confirmation Service shall be agreed on by the Value Added Reseller and Belgian Mobile ID before any transmission thereto, based on the justifiable needs of the Value Added Reseller. Belgian Mobile ID shall never disclose any element of the Security Data which, in its reasonable opinion, is not necessary for the Value Added Reseller to provide its services or products or to perform an appropriate risk and fraud management and the Value Added Reseller shall not request from Belgian Mobile ID any element thereof unless such data is strictly necessary for providing its services. Should Belgian Mobile ID and the Member not find an agreement on which element of the Security Data can be disclosed to the Value Added Reseller, Belgian Mobile ID will not provide the Confirmation Service.

11.3.3. Specific obligations of the Value Added Reseller regarding the Confirmation Service

The Value Added Reseller shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the End User's confirm process, among others regarding the appearance of the confirm page of the Value Added Reseller and the information to be provided by the Value Added Reseller to Belgian Mobile ID (including the timing of communication, the format of communication, etc.) as further described in the functional and technical documentation provided to the Value Added Reseller.

11.3.4. Logs and records kept by Belgian mobile ID

Belgian Mobile ID shall keep logs and records (date and time stamped) of all confirms made by the End Users using the itsme® Services.

Those logs and records will contain:

- Date and time of the confirm
- Identity of the Value Added Reseller concerned
- type of transaction (share data, login or confirm)

- elements of the Security Data transferred to the Value Added Reseller

Belgian Mobile ID will keep the logs and records described above for a period of ten (10) years beginning as from the relevant confirm.

Belgian Mobile ID shall provide the Value Added Reseller with the logs and records described above within five (5) Business Days from the request of the Value Added Reseller, in a format easily readable and generally used in the industry, in the following circumstances:

- in case of a dispute between the Value Added Reseller and an End User relating to a specific confirm ; or
- following a request for information from a Competent Authority; or
- in case of a suspicion of material Breach by Belgian Mobile ID; or
- in any other case where the Value Added Reseller can reasonably justify that it is necessary.

11.4. Use of the Authentication or Confirmation Services in the context of applications where the End User is not the holder of the account

Provided Value Added Reseller and Belgian Mobile ID agreed thereon in writing (at the onboarding of Value Added Reseller or thereafter), Value Added Reseller may implement the Belgian Mobile ID Service in services where the End Users may log into or confirm transactions in accounts or environments that are not personal to the End User, but to which the End User has a legal right of access.

In such case, Value Added Reseller and Belgian Mobile ID may agree on the additional measures to be taken to address the specificities of such situation (including, but not limited to, measures to protect the confidentiality of the information on the Transactions performed by the End User). Depending on the measures so agreed, a specific pricing may also be agreed.

The Parties acknowledge and agree that, in such case, the management of the access right(s) of the End User will never be made by Belgian Mobile ID and shall remain the responsibility of Value Added Reseller.

11.5. Itsme signature creation service

11.5.1. Description of the service

The itsme Signature Creation Service is limited to Hash Signing, consisting in the delivery, by Belgian Mobile ID, of the electronic signature of an End User to the Value Added Reseller (or the Signature Creation Application Service Provider selected by the Value Added Reseller), so that the Value Added Reseller (or its Signature Creation Application Service Provider) can link it to the hash of the data that the Value Added Reseller (or its Customer) wishes the End User to sign to finalise the creation of the signature of the document.

The electronic signature delivered by Belgian Mobile ID is based on a Qualified Certificate issued by a Qualified Trust Service Provider and is created with a Remote Qualified Signature Creation Device.

11.5.2. Roles of the Parties in the context of the itsme Signature Creation Service

Belgian Mobile ID's role is limited to Hash Signing and will only include:

- Management of the private key of the end-users in the RQSCD (out of scope of the Agreement, as it is a service offered to the End User and not the Value Added Reseller)
- Certificate creation (qualified certificate) (out of scope of the Agreement, as it is a service offered to the End User and not the Value Added Reseller)
- control mechanism on the private key (out of scope of the Agreement, as it is a service offered to the End User and not the Value Added Reseller)
- Providing the itsme Sign API
- Delivering the certificate of the user to the SCA chosen by the Value Added Reseller in accordance with the Agreement
- Showing the correct information about the signature (Customer, Transaction Context as communicated by the Value Added

Reseller, commitment type, signer role and applicable signature policy) to the End-User in the itsme App

- Delivering the raw signature back to the SCA

The Value Added Reseller, itself or using the services of an external Signature Creation Application Service Provider for which it will at all times remain entirely responsible, is responsible for:

- showing the End User the document that will be signed in the state it will be signed
- the selection of the correct signature policy, commitment type and signer role for the use case concerned
- redirecting the user to the itsme sign page
- requesting the signing certificate of the user via the itsme Sign API
- Calculating the hash of the data to be signed (which includes hash of the document, the certificate, reference to the signature policy, commitment type, signer role,...)
- Requesting the raw signature of the hash of the data to be signed via the itsme Sign API and retrieve the resulting raw signature
- The creation of the AdES format (adding the TSTs, etc. to create a PAdES, XAdES or CAdES)

11.5.3. Applicable framework

The Itsme Signature Creation Service is governed by the Agreement, including these terms and conditions. It will be performed in accordance with the itsme Practice Statement and the applicable Itsme Sign Creation Service Policy, as published by Belgian Mobile ID on its website (<https://www.itsme.be/legal/document-repository>), as well as with the eIDAS Regulation and all standards applicable pursuant thereto.

11.5.4. Obligations of the Value Added Reseller and limitation to the use of the itsme Signature Creation Service

The Value Added Reseller shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the signature process to be implemented to use the itsme Signature Creation Service, the information to be provided by the Value Added Reseller to Belgian Mobile ID (including the timing of communication, the format of communication, etc.), the information to be provided to the End User before requesting the itsme Signature Creation Service, etc., as further described in the functional and technical documentation provided to the Value Added Reseller.

The Value Added Reseller shall select and operate the Signature Creation Application in accordance with all requirements and instructions in the technical and functional documentation provided by Belgian Mobile ID, as modified from time to time. If Value Added Reseller uses the services of a Signature Creation Application Service Provider to that purpose, Value Added Reseller shall ensure that the selected Signature Creation Application Service Provider complies with all such requirements as imposed from time to time by Belgian Mobile ID in the Agreement, and Value Added Reseller remains responsible towards Belgian Mobile ID for the services provided by such Signature Creation Application Service Provider. Value Added Reseller may only use the services of a Signature Creation Application Service Provider approved by Belgian Mobile ID (acting reasonably) in advance.

The beginning of the provision of the itsme Signature Creation Service shall be subject to Signature Creation Application Service Provider (or Value Added Reseller if it operates the Signature Creation Application itself), first providing satisfactory audit report, issued by an independent and reputed auditor approved by Belgian Mobile ID (acting reasonably), attesting that the Signature Creation Application used by Value Added Reseller complies with the requirements imposed from time to time by Belgian Mobile ID. Belgian Mobile ID can waive the need for an audit report if it deems that the Signature Creation Application Service Provider has delivered sufficient proof of the secure operation of the Signature Creation Application.

Every two years as from the beginning of the provision of the itsme Signature Creation Service, Value Added Reseller shall provide an updated

audit report providing the same evidence, issued by an independent and reputed auditor approved by Belgian Mobile ID (acting reasonably). Belgian Mobile ID may suspend the provision of the itsme Signature Creation Service in case of non-compliance with this requirement.

Value Added Reseller shall ensure that, and guarantees that, the Transaction Context that it will communicate to Belgian Mobile ID shall contain an accurate description of the document to be signed by the End User as well as any information relevant for the End User to avoid any doubt or confusion by the End User regarding the content and type of document that the End User will sign.

Value Added Reseller shall use the itsme® Signature Creation Service in accordance with the Agreement and all restrictions, requirements, specifications and instructions in the itsme Qualified Signature Creation Policy and the Belgian Mobile ID Practice statement. They will not use the service in relation with any unlawful or unethical activity.

The itsme Signature Creation Services will only be available to Value Added Resellers which entered into a Value Added Reseller Agreement, confirmed that they want to use that service, and which are connected to the Belgian Mobile ID solution via the Belgian Mobile ID API, as further described in the functional and technical documentation provided to the Value Added Reseller.

Belgian Mobile ID will not be liable towards the Value Added Reseller or any third party for any use of the itsme Signature Creation Service that would not be compliant with the limits and restrictions described in this Chapter 11.5.4 or, more generally, with the Agreement or the itsme Sign Creation Service Policy.

12. TERMINATION ASSISTANCE

On termination or expiry of the Value Added Reseller Agreement, Belgian Mobile ID shall provide the Value Added Reseller with the termination assistance as further specified in [the Documentation] as to enable the Value Added Reseller to find and implement an alternative solution to the Services. Unless the Parties have agreed otherwise, the termination assistance will in principle be limited to (i) providing to the Value Added Reseller general information regarding the Services (to the extent necessary) and (ii) continued Service provisioning during the transition period mentioned below. that .

The Parties agree that they will co-operate using their best efforts to ensure the smooth and quick transfer of the terminated Services.

Nothing in this Clause 11.5.1 (*Description of the service*)

The itsme Signature Creation Service is limited to Hash Signing, consisting in the delivery, by Belgian Mobile ID, of the electronic signature of an End User to the Value Added Reseller (or the Signature Creation Application Service Provider selected by the Value Added Reseller), so that the Value Added Reseller (or its Signature Creation Application Service Provider) can link it to the hash of the data that the Value Added Reseller (or its Customer) wishes the End User to sign to finalise the creation of the signature of the document.

The electronic signature delivered by Belgian Mobile ID is based on a Qualified Certificate issued by a Qualified Trust Service Provider and is created with a Remote Qualified Signature Creation Device.

12.1.1. Roles of the Parties in the context of the itsme Signature Creation Service

Belgian Mobile ID's role is limited to Hash Signing and will only include:

- (a) Management of the private key of the end-users in the RQSCD (out of scope of the Agreement, as it is a service offered to the End User and not the Value Added Reseller)
- (b) Certificate creation (qualified certificate) (out of scope of the Agreement, as it is a service offered to the End User and not the Value Added Reseller)
- (c) control mechanism on the private key (out of scope of the Agreement, as it is a service offered to the End User and not the Value Added Reseller)

- (d) Providing the itsme Sign API
- (e) Delivering the certificate of the user to the SCA chosen by the Value Added Reseller in accordance with the Agreement
- (f) Showing the correct information about the signature (Customer, Transaction Context as communicated by the Value Added Reseller, commitment type, signer role and applicable signature policy) to the End-User in the itsme App
- (g) Delivering the raw signature back to the SCA

The Value Added Reseller, itself or using the services of an external Signature Creation Application Service Provider for which it will at all times remain entirely responsible, is responsible for:

- (h) showing the End User the document that will be signed in the state it will be signed
- (i) the selection of the correct signature policy, commitment type and signer role for the use case concerned
- (j) redirecting the user to the itsme sign page
- (k) requesting the signing certificate of the user via the itsme Sign API
- (l) Calculating the hash of the data to be signed (which includes hash of the document, the certificate, reference to the signature policy, commitment type, signer role,...)
- (m) Requesting the raw signature of the hash of the data to be signed via the itsme Sign API and retrieve the resulting raw signature
- (n) The creation of the AdES format (adding the TSTs, etc. to create a PAdES, XAdES or CAdES)

12.1.2. Applicable framework

The Itsme Signature Creation Service is governed by the Agreement, including these terms and conditions. It will be performed in accordance with the itsme Practice Statement and the applicable Itsme Sign Creation Service Policy, as published by Belgian Mobile ID on its website (<https://www.itsme.be/legal/document-repository>), as well as with the eIDAS Regulation and all standards applicable pursuant thereto.

12.1.3. Obligations of the Value Added Reseller and limitation to the use of the itsme Signature Creation Service

The Value Added Reseller shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the signature process to be implemented to use the itsme Signature Creation Service, the information to be provided by the Value Added Reseller to Belgian Mobile ID (including the timing of communication, the format of communication, etc.), the information to be provided to the End User before requesting the itsme Signature Creation Service, etc., as further described in the functional and technical documentation provided to the Value Added Reseller.

The Value Added Reseller shall select and operate the Signature Creation Application in accordance with all requirements and instructions in the technical and functional documentation provided by Belgian Mobile ID, as modified from time to time. If Value Added Reseller uses the services of a Signature Creation Application Service Provider to that purpose, Value Added Reseller shall ensure that the selected Signature Creation Application Service Provider complies with all such requirements as imposed from time to time by Belgian Mobile ID in the Agreement, and Value Added Reseller remains responsible towards Belgian Mobile ID for the services provided by such Signature Creation Application Service Provider. Value Added Reseller may only use the services of a Signature Creation Application Service Provider approved by Belgian Mobile ID (acting reasonably) in advance.

The beginning of the provision of the itsme Signature Creation Service shall be subject to Signature Creation Application Service Provider (or Value Added Reseller if it operates the Signature Creation Application itself), first providing satisfactory audit report, issued by an independent and reputed auditor approved by Belgian Mobile ID (acting reasonably), attesting that the Signature Creation Application used by Value Added Reseller complies with the requirements imposed from time to time by



Belgian Mobile ID. Belgian Mobile ID can waive the need for an audit report if it deems that the Signature Creation Application Service Provider has delivered sufficient proof of the secure operation of the Signature Creation Application.

Every two years as from the beginning of the provision of the itsme Signature Creation Service, Value Added Reseller shall provide an updated audit report providing the same evidence, issued by an independent and reputed auditor approved by Belgian Mobile ID (acting reasonably). Belgian Mobile ID may suspend the provision of the itsme Signature Creation Service in case of non-compliance with this requirement.

Value Added Reseller shall ensure that, and guarantees that, the Transaction Context that it will communicate to Belgian Mobile ID shall contain an accurate description of the document to be signed by the End User as well as any information relevant for the End User to avoid any doubt or confusion by the End User regarding the content and type of document that the End User will sign.

Value Added Reseller shall use the itsme® Signature Creation Service in accordance with the Agreement and all restrictions, requirements, specifications and instructions in the itsme Qualified Signature Creation Policy and the Belgian Mobile ID Practice statement. They will not use the service in relation with any unlawful or unethical activity.

The itsme Signature Creation Services will only be available to Value Added Resellers which entered into a Value Added Reseller Agreement, confirmed that they want to use that service, and which are connected to the Belgian Mobile ID solution via the Belgian Mobile ID API, as further described in the functional and technical documentation provided to the Value Added Reseller.

Belgian Mobile ID will not be liable towards the Value Added Reseller or any third party for any use of the itsme Signature Creation Service that would not be compliant with the limits and restrictions described in this Chapter 11.5.4 or, more generally, with the Agreement or the itsme Signature Creation Service Policy.

Termination assistance) shall oblige Belgian Mobile ID to provide any information to the Value Added Reseller or the Value Added Reseller's new supplier that are commercially sensitive for Belgian Mobile ID or relate to Belgian Mobile ID's internal costs and margin, Belgian Mobile ID's trade secrets and specific know how, its other clients or any employee related data.

If the period necessary for the Value Added Reseller to transfer the terminated Services extends beyond the effective date of termination of the Agreement, Belgian Mobile ID shall continue providing the Services as long as reasonably necessary to proceed to the transfer of the terminated Services (with a maximum period of three (3) months after the effective date of termination), it being understood however that Belgian Mobile ID may choose not to do so in case of termination of the Agreement based on a Breach by the Value Added Reseller. The Agreement will apply to all Services provided by Belgian Mobile ID during such period.

During the termination assistance period, the Value Added Reseller shall continue to pay the charges for the Services in accordance with the applicable pricing and unit prices. The Parties shall agree on the charges to be paid by the Value Added Reseller for all extra work performed by Belgian Mobile ID in the context of the termination assistance. The Parties shall negotiate those charges in good faith.

13. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

13.1. Governing law

The Agreement is governed by and construed in accordance with Belgian law, with the exception of Belgian conflict of laws rules.

13.2. Dispute settlement

13.2.1. Escalation Committee

Any disagreement, dispute or claim arising of or in connection with the Agreement that has not been settled between the usual contacts of Belgian Mobile ID and Value Added Reseller shall be referred to a joint

committee comprised of representatives of Belgian Mobile ID and Value Added Reseller concerned (the Escalation Committee).

The Escalation Committee will be set up by Value Added Reseller and Belgian Mobile ID within five (5) Business Days as from the notification by one of the Parties, to the other, of the disagreement, dispute or claim. Belgian Mobile ID and Value Added Reseller shall ensure that the representatives they appoint to participate to the Escalation Committee have, given the circumstances of the disagreement, the appropriate knowledge, experience and position within their own organization to ensure efficient and good faith discussions.

The Escalation Committee shall attempt to resolve the matter through good faith negotiations as soon as possible and no later than within ten (10) Business Days as from the setting up of the Escalation Committee.

This Clause 13.2.1 (*Escalation Committee*) is without prejudice to the Parties' right to seek interim relief (in Dutch: "in kort geding" or "zoals in kort geding"; in French "en référé" or "comme en référé") from a court of competent jurisdiction whenever necessary to prevent serious and irreparable harm to a Party.

13.2.2. Jurisdiction

Any dispute that has not been solved amicably in accordance with Clause 13.2.1 (*Escalation Committee*) shall be solved in accordance with this Clause 13.2.2 (*Jurisdiction*).

The Commercial Court of Brussels shall have exclusive jurisdiction with respect to all disputes relating to the validity, the interpretation, the performance or the termination of the Agreement.

14. GENERAL PROVISIONS

14.1. Representations and warranties

Each Party shall warrant on an on-going basis that:

- it has all requisite corporate power, authority and all necessary consents to execute, deliver and perform its obligations under this Agreement;
- the signing of this Agreement or any supplemental agreement thereto by each respective Party has been duly authorized by all requisite corporate authorizations; and
- the obligations set forth in this Agreement are valid and binding obligations, enforceable against it in accordance with their terms (assuming the due authorization, execution, and delivery by the other).

Each Party has and shall continue to hold all regulatory approvals from regulatory authorities which are necessary in order for that Party to perform its obligations or enforce its rights hereunder.

14.2. Assignment of the Agreement

The Agreement may not be assigned, transferred or otherwise disposed of by any of the Parties and none of them may delegate their rights, obligations and/or duties hereunder in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably withheld, except to (i) any entity of its Group, (ii) a successor in interest or to (iii) a successor further to a transaction in which it is transferring all or substantially all of its assets (or of the assets of the business unit to which this Agreement primarily relates), together with the related liabilities.

14.3. Amendments

Any amendment to the Agreement shall only be valid if agreed upon in writing by both Parties.

Notwithstanding the above, Belgian Mobile ID may, at any time, modify these T&Cs, provided it uses this right in a reasonable and balanced way and the modification is based on justifiable reasons.

Any amendment to the T&Cs shall be communicated to the Value Added Reseller at least two months prior to becoming into force, and shall become binding upon the expiry of the two months' notice period mentioned above, or at any other later date as provided in the notification.

Notwithstanding the above, where the amendment to the T&Cs is



- non-material, or
- required for security or continuity-related reasons, or
- required to address a Legal or Regulatory Change entering into force within a shorter period of time than the period provided in the paragraph above,

Belgian Mobile ID may reduce the communication period to the Value Added Reseller by providing for an earlier date of entry into force.

If the Value Added Reseller does not agree with the amendment, it may refer the matter to the Escalation Committee and, if Belgian Mobile ID and the Value Added Reseller do not find an agreed solution before the entry into force of the amendment, the Value Added Reseller will be entitled to terminate the Agreement in accordance with Clause 3.2 (Termination of the Agreement).

14.4. Invalidity of a provision

The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which shall be as close as possible to the intent of the invalid or unenforceable provision.

14.5. Entire agreement, waiver, costs, translation of the agreement and form of documents

The Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, written or oral, among the Parties, with respect to the subject matter hereof. Unless expressly specified otherwise in the Agreement, no representation, warranty, inducement, promise, understanding or condition not set forth in the Agreement has been made or relied on by any Party in entering into the Agreement. Nothing in the Agreement, expressed or implied, is intended to confer on any person, other than the Parties hereto or their respective successors, any rights, remedies, obligations or liabilities.

Any provision of the Agreement may be waived, but only if the waiver is in writing and signed by the Party that would have benefited by the provision waived. In order to be effective, any consent required under the Agreement must be in writing and signed by the Party granting the consent.

No failure to exercise or delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right does not preclude any other or further exercise of that or any other right. A waiver is not valid or binding on the party granting that waiver unless made in writing.

Except as otherwise provided herein, each Party will bear all expenses incurred by it in connection with the Agreement and the performance of its obligations hereunder.

To the extent permitted by applicable law, any non-English version of the Agreement shall be provided for convenience only and the English version, which shall be made available to the Value Added Reseller at no cost and at any time upon request, shall be the only binding version.

The Parties accept that data and documents provided by other means than paper format shall have the same legal value when presented as evidence in legal proceedings.

Belgian Mobile ID shall have the right to provide the Value Added Reseller with documents in the form it deems appropriate, including the internet. The Parties shall not dispute the admissibility of data/documents for the mere reason that they were provided in electronic format.

14.6. Notices and other communications

Unless specifically otherwise provided in the Agreement, all notices, requests and other communications under the Agreement shall be:

- in writing in English, and optionally French or Dutch,
- made by personal delivery (directly or via a courier), with signature for acknowledgement of receipt, or by e-mail,
- to the addresses mentioned in the Value Added Reseller Agreement:

Unless otherwise stated in the Agreement, all notices, requests and other communications under the Agreement shall be deemed given:

- in case of e-mail, on the Business Day following the date of sending, unless the sender received an out-of-office message (in which case the message will be deemed received on the Business Day following the sending to the substitute email address mentioned in the addressee's out-of-office message) or a notification of failed delivery;
- in case of delivery by hand, on the date on the acknowledgment of receipt or on the date of the attempted delivery as evidenced by standard documentation issued by the courier or the post office.

15. DEFINITIONS

- **Agreement:** These Terms and Conditions together with the Value Added Reseller Provider Agreement.
- **Affected Party:** any Party prevented or delayed from or in performing any of its obligations under the Agreement by Force Majeure
- **Authentication Factors:** the elements that can be verified by Belgian Mobile ID to authorize an Operation, it being understood that the Authentication Factors actually verified will depend on the type of Operation and the agreement with the Value Added Reseller.
- **Authentication Service:** has the meaning as ascribed in Clause 11.2.
- **Authorised Recipients:** The Disclosing Party's directors, officers, employees, consultants, auditors or advisors
- **Breach:** any non-compliance (whether in the form of an act or an omission) with an obligation under the Agreement
- **Business Day:** any Calendar Day from Monday through Friday, but excluding holidays in Belgium, beginning at midnight (Belgian time) and ending 24 hours later
- **BMID Practice Statement:** the practice statement issued by Belgian Mobile ID to describe the principles and processes applicable to the itsme Signature Creation Service and the itsme Qualified Sign Validation Service
- **Calendar Day:** any day of the month, including Business Days, weekends and public holiday days, beginning at midnight (Belgian time) and ending 24 hours later
- **Calendar Year:** a one-year period beginning on 1st January and ending on 31 December.
- **Competent Authority:** any local or national agency, authority, department, inspectorate, minister, ministry official or public or other entity or person (whether autonomous or not) of any government or country, including European agencies, the European Commission and the European Court of Justice
- **Confidential Information:** any information which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) or which either Party otherwise obtains knowledge of through or as a result of its relationship with the Disclosing Party, access to the Disclosing Party's premises, or communication with the Disclosing Party's employees or independent contractors, in whichever form, relating to (i) the current or future activities, strategies, products, objectives, affairs and/or finances of the Parties and confidential to them or treated by them as such and trade secrets (including, without limitation, technical data and know-how) relating to their activities or of any of their suppliers, clients, distributors or customers, or (ii) the Rulebook and the Agreement(s) or any of the agreements or transactions contemplated hereby, provided that Confidential Information shall however not include (x) information or material which at the time of its disclosure, or thereafter becomes (through no fault of a Party, any of its affiliates (as defined in the Belgian Company code) or its Authorised Recipient) part of the public domain, or (y) for a certain Party, information or material which was known to this Party, its affiliates or its Authorised Recipient at the time of disclosure and was not obtained, directly or indirectly, under a confidentiality obligation

- **Confirmation Service:** Confirmation Service has the meaning as described in Clause 11.3.
- **Core Identity Data:** the data regarding the identity of an End User.
- **Data Breach:** any unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data
- **Data Controller:** has the meaning as ascribed in the Data Protection Laws and Regulations
- **Data Protection Laws and Regulations:** all Laws applicable in Belgium relating in any way to the privacy, confidentiality, security and protection of Personal Data, including, without limitation, EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
- **Direct Use of the itsme® Services:** The use, by Value Added Reseller, of the itsme® Services in the context of its direct relations with its clients to allow them to share data, authenticate themselves, confirm an action or sign documents with Value Added Reseller acting in its own name. In practice, this covers all cases where, in the itsme® App, when the End User authenticates himself, shares data, confirms a transaction or signs a document, Value Added Reseller is mentioned as the counterpart of the End User.
- **Disclosing Party:** see Confidential Information
- **Effective Date:** the date on which the Agreement takes effect as set out on the introduction page thereof
- **End User (or User):** any user of the itsme® Services.
- **Escalation Committee:** has the meaning as ascribed in Clause 13.2.1.
- **Fees:** Fees has the meaning described in Clause 6.
- **Force Majeure:** see Force Majeure Event
- **Force Majeure Event:** any event that was unforeseeable when the Agreement was made, arising out of circumstances other than a breach of the Agreement and that is beyond the control of the Affected Party and renders the performance of the Affected Party's obligations under the Agreement impossible
- **Group:** Group has the meaning described in Clause 14.2.
- **Hash Signing:** delivery, by Belgian Mobile ID, of the electronic signature of an End User to the Service Provider, so that the Service Provider can link it to the hash of the data that the Service Provider wishes the End User to sign to finalise the creation of the signature of the document
- **Identification (Service):** the service that consists in the provision, by Belgian Mobile ID, to the Value Added Reseller, of some elements of the Identity Data regarding the End User
- **Identity Data:** Information about a User's identity, including the Core Identity Data, the Roles, the Attributes and the Preferences
- **Identity Metadata:** information provided by Belgian Mobile ID regarding the processes used for collecting and verifying the Identity Data linked to those Identity Metadata
- **Initial Term:** has the meaning as ascribed in Clause 3.1.
- **Insolvency Event:** for a Party, such Party becoming generally unable to pay its debts as they become due, or its creditworthiness being permanently impaired, or its financial situation deteriorating in such a manner that proper maintenance or orderly continuation of its business operations is jeopardized or no longer possible, or a resolution being passed for its administration, winding-up or dissolution (other than for a solvent amalgamation or reconstruction), or it becoming involved in negotiations with any one or more of its creditors with the view to the general readjustment or rescheduling of its debts or to make a general assignment, arrangement or composition
- **Intellectual Property Rights:** all patent rights, copyrights, neighbouring rights, database rights, design rights, trade mark rights, trade name rights and rights to know how and domain names, and all (other) (rights in respect of) (registered or unregistered) patents, inventions, works, writings, databases, designs, models, trademarks, trade names and domain names, concepts, processes/methods, technologies, systems and rights to know how, including any and all applications thereto and the right to file such applications
- **Interface:** data exchange solutions between two IT systems
- **itsme® App:** the software application designed to run on smartphones developed and offered by Belgian Mobile ID and which is put at the End Users' disposal to use the itsme® Services
- **Belgian Mobile ID Brand:** all word and figurative trademarks, names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that Belgian Mobile ID owns, manages, licenses, or otherwise controls now or in the future, anywhere in the world, whether registered or not
- **itsme® Services:** The services offered by Belgian Mobile ID as described in the Agreement
- **Loss:** any loss, liability, cost, claim, damages, third party claim, fees, charges and expenses including all legal and other professional fees and disbursements of any sort
- **Operation:** any operation made by the End User with the itsme® App (Identification, Authentication or Confirmation)
- **Party and/or Parties:** Belgian Mobile ID and/or Value Added Reseller
- **Personal Data:** any information relating to an identified or identifiable person within the meaning of the Data Protection and Privacy Laws, including, without limitation, name, address, e-mail, telephone number, business contact information, data of birth, credit or debit card number, bank account number, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity
- **Qualified Electronic Signature (QES):** Advanced Electronic Signature that meets the requirements as in Directive 1999/93/EC [i.19], article 5(1), i.e. is based on a Qualified Certificate (this ensures that the Certificate cannot be falsified) and is created by a Qualified Signature Creation Device (this ensures that the private key can only be activated by the subject of the Certificate)
- **Qualified Trust Service Provider:** A trust service provider who provides one or more qualified trust services and is granted the qualified status by the supervisory body
- **Qualified Signature Creation Device:** means an electronic signature creation device that meets the requirements laid down in Annex II of the eIDAS regulation.
- **Receiving Party:** see Confidential Information
- **Regulatory (or Legal) Change:** any change in any relevant law, enactment, order, regulation, regulatory policy, guideline, industry code or regulatory permit or license, as well as any injunction or decision of any Competent Authority which impacts the exercise of their rights or the performance of their obligations under the Agreement by Value Added Reseller and/or Belgian Mobile ID
- **Remote Qualified Signature Creation Device:** the Qualified Signature Creation Device which is not in the possession of the signatory
- **Security Data:** data collected by Belgian Mobile ID for the purpose of security checks
- **Signature Creation Application:** application that creates the signature data object
- **Signature Creation Service:** the signature creation service provided by Belgian Mobile ID
- **Signature Creation Application Service Provider:** any person (legal or physical) operating a Signature Creation Application, ensuring (a.o.) the exact correspondence between the document presented to the User and the one signed by the User and generating the data to be signed with itsme®
- **Source Document:** the document used to identify and verify the identity of an End User
- **Sub-License:** has the meaning described in Clause 8.2.
- **Terminating Party:** Terminating Party has the meaning described in Clause 3.2.
- **Transaction:** any transaction between an End User and a Value Added Reseller for which the itsme® Services are used



- **Transaction Context:** the data communicated by the Value Added Reseller to Belgian Mobile ID that the User has to visualize before approving a Transaction with such Value Added Reseller
- **Territory:** the territory specified in the Value Added Reseller Agreement
- **Value Added Reseller:** The Party who entered into a Value Added Reseller Agreement as Value Added Reseller
- **Value Added Reseller Agreement:** The Agreement signed by Belgian Mobile ID and Value Added Reseller
- **Value Added Reseller's Brand:** all word and figurative trademarks, names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that the Member and/or its Affiliates own, manage, license, or otherwise control now or in the future, anywhere in the world, whether registered or not
- **Verification Source:** Entities with which the Identity of an End User is collected and/or verified