



ITSME[®] IDENTIFICATION, AUTHENTICATION AND CONFIRMATION SERVICES TERMS AND CONDITIONS

1. SUBJECT MATTER OF THESE T&CS

Together with the Customer 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 (together, the Agreement), to its customers (Customer(s)) (both being individually referred to as their denomination above or as a Party and together as the Parties). By entering into the Customer Agreement or using the itsme[®] Services, Customer 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 Customer.

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)

Belgian Mobile ID may develop other services. In such case, the T&Cs will be amended to reflect those new services and Customer 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 Customer Agreement.

Belgian Mobile ID's provision of the itsme[®] Services shall be conditional upon (i) the Customer having fulfilled the onboarding process with Belgian Mobile ID, (ii) the Customer being successfully interfaced with Belgian Mobile ID and (iii) the Customer having implemented the requested itsme[®] Services in accordance with this Agreement.

Before beginning providing the Services to Customer, Belgian Mobile ID may verify that all conditions and requirements under the Agreement are fulfilled, among others (a) the effective interoperability of Customer's IT system with Belgian Mobile ID's IT system (testing of the Interfaces) and the user experience, (b) the security of Customer's IT systems connected to Belgian Mobile ID's system, and (c) generally, the compliance of Customer, 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 Customer does not meet one or more of the requirements set forth above.

3.2. Termination of the Agreement

Belgian Mobile ID may at any time after the expiration of the Initial Term defined in the Customer Agreement, without specific indemnity, terminate the Customer Agreement for convenience by providing Customer six (6) months' prior written notice.

The Customer may at any time after the expiration of the Initial Term defined in the Customer Agreement, without specific indemnity, terminate the Customer Agreement for convenience by providing Belgian Mobile ID six (6) 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, paragraph 3, only if, prior to termination, the terminating Party referred the matter 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.

Customer 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 Customer does not agree, it being agreed however that Customer 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.

In all cases where it is allowed to terminate the Agreement for cause under this Clause 3.2, paragraph 3, (a) to (e), Belgian Mobile ID may,



without prejudice to its other rights and remedies under the Agreement or any applicable law, suspend, for as long as said circumstances last, the provision of the itsme® Services.

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 Customer 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 12 below.

4. FEES, COSTS AND CHARGES

The Customer shall pay to Belgian Mobile ID the Fees as set forth in the 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 Customer 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 Customer disputes an invoice in good faith within the above mentioned timeframe, the Customer shall pay the undisputed part in accordance with this Clause 4 (*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).

5. OBLIGATIONS OF CUSTOMER

5.1. Use of the itsme® Services

Customer shall use the itsme® Services:

- in connection with lawful activities,
- for Use Cases agreed upon with Belgian Mobile ID
- in the agreed Territory

At onboarding, Customer shall communicate its intended Use Cases to Belgian Mobile ID and the provisioning of the itsme® Services will be conditional upon Belgian Mobile ID having agreed on the Use Cases concerned, whereby consent will not be unreasonably or unfairly withheld and any withholding of consent by Belgian Mobile ID will be accompanied by a statement of reasons regarding the refusal. In case the Customer wishes to expand its offering by adding Use Cases of the itsme® Services during the course of the Agreement, it will first obtain express prior written consent from Belgian Mobile ID in relation to these new Use Cases.

5.2. Development of the Interfaces

Customer shall:

- (a) develop, configure and implement the Interfaces between Belgian Mobile ID's IT systems and Customer's IT systems that will ensure the interoperability between Customer's and Belgian Mobile ID's systems necessary for Customer to exercise its rights or perform its obligations under the Agreement. The Interfaces shall be developed, configured and implemented in accordance with the specifications and guidelines communicated by Belgian Mobile ID to Customer. Customer shall ensure (i) that it holds all necessary intellectual property rights to develop, configure, use and implement the Interfaces and (ii) that 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, without prejudice to all fees agreed in the relevant Agreement(s), for the purpose of performing this Agreement.
- (b) Make any update or upgrades to the Interfaces as requested by Belgian Mobile ID.

Belgian Mobile ID and Customer shall comply with the release management procedure described in the Customer Agreement.

Belgian Mobile ID grants to Customer a non-exclusive, non-assignable, non-transferable right (without the right to sub-license) to use, for the duration of the Agreement and in the territory/ies mentioned in the Agreement(s), Belgian Mobile ID's documentation for the sole purpose of interfacing with Belgian Mobile ID and using the itsme® Services.

Customer 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 Customer.

5.3. Display of the itsme® Brand

The Customer shall at all times adequately display the itsme® Brand to inform its clients of the possibility to use the itsme® Services, as described in functional or technical documentation communicated by Belgian Mobile ID to Customer.

5.4. Notification in case of dispute or claim by an End User regarding an Operation or fraud suspicion

The Customer shall as soon as possible (and no later than five (5) Calendar Days after becoming aware of one of the circumstances below), inform Belgian Mobile ID whenever:

- (a) an End User disputes an Operation or makes a claim against the Customer concerning, directly or indirectly, an Operation; or
- (b) Customer detects or suspects that at least one or several of its clients who are also itsme® End Users are the (actual or attempted) author or victim of a fraud, only if such fraud (i) could potentially be caused by the use of the itsme® Services or (ii) raises doubts on the validity of the itsme® account.

5.5. Information to End Users in case of problems at the Customer preventing the End Users to use the itsme® Services

If, due to issues in the Customer's environment, the End Users' access to the itsme® functionalities in that Customer environment is prevented or seriously disrupted, Customer will ensure that the impacted End Users receive correct and non-misleading information regarding the problem, its future resolution and its cause. In all cases,



the Customer shall ensure that the End User is not misled in believing that the cause of the problem lies with the itsme® Services.

6. SECURE COMMUNICATIONS BETWEEN CUSTOMERS AND BELGIAN MOBILE ID

Belgian Mobile ID and Customer will respectively be responsible for ensuring the integrity and the confidentiality of all data that they communicate to each other until those data are effectively delivered to the other Party. They shall use their best efforts ("obligation de moyen/inspanningsverplichting") to prevent any unauthorized access, interference or attack during their communications to each other. They shall at least use generally accepted standards to that purpose.

7. DATA PROTECTION

7.1. General commitment

Belgian Mobile ID and Customer 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.

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. Roles of the Parties in the context of the Customer Agreement

In respect of the Personal Data processed in the context of the Customer Agreement, Belgian Mobile ID will act as Data Controller, and Customer will act as Data Controller: when it communicates elements of personal data relating to an End User, Belgian Mobile ID acts as Data Controller, it being understood that as soon as the Identity Data has been communicated to the Customer, the Customer shall be considered as the Data Controller of all Personal Data so communicated to it (without prejudice to Belgian Mobile ID's right to continue using the same Personal Data for its own activities).

7.3. Survival of undertakings

The obligations set forth in this Clause 7 (*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 Customer 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, Customer 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 Customer 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 Customer, except as otherwise expressly authorized herein.

8.2. License to use the itsme® Brand

Belgian Mobile ID grants to Customer, and Customer hereby accepts from Belgian Mobile ID, a non-exclusive, non-assignable, non-transferable right (without the right to sub-license other than as expressly agreed in writing between the Parties (*Sub-Licenses*) 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 Customer's exercise of its rights or performance of its obligations under the Agreement.

Customer 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 Customer agrees that all use, advertising, promotion and display of the itsme® Brand in whatever form or way shall be amended to reflect such changes.

Customer shall not be entitled to assign or sub-license its rights under the License to any third parties other than with the express prior written consent from Belgian Mobile ID. Such express prior written consent may be given by Belgian Mobile ID to Customer in the Agreement.

Provided that the right to sub-license is granted, Customer guarantees that any sub-licensee, which uses or displays the itsme® Scheme and/or 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® Scheme and/or the itsme® Brand shall be treated as an act or omission of Customer under the Agreement, including any act or omission in breach of the Agreement.

8.3. License to use Customers' Brand

Customer 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 Customer's Brand to the extent such use or display relates to the provision and promotion of the itsme® Services contemplated under this Agreement.

Customer represents and warrants that it has sufficient rights to grant such license regarding Customer'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 Customer'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.

8.5. Intellectual Property Rights in the IT developments made by Customer

All Intellectual Property Rights of Customer (including in the Interfaces developed by Customer) shall be vested in and shall remain the exclusive property of Customer concerned.

No provisions of this Agreement shall give rise or shall be deemed to give rise to an assignment, transfer or licensing of the intellectual property rights of Customer, unless explicitly agreed otherwise in the Agreement.

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) with the prior written consent of the Disclosing Party or (ii) 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 BMD'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 Customer; 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer, of some elements of the Identity Data regarding the End User (as defined in the functional and technical documentation provided to the Customer) 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 Customer

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 Customer 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 Customer as part of the Share Data service must be agreed on by the Customer 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 Customer to provide its services or products and the Customer 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 Customer may be amended by mutual agreement of Belgian Mobile ID and the Customer.

11.1.2. Verification of the Core Identity Data

Before disclosing any element of the Core Identity Data to the Customer, 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 Customer 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 Customer):

- 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 (if/when available).

All other elements of the Identity Data will be communicated to the Customer 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 Customer.

11.1.3. Obligations of the Customer in relation to the Share Data Service

The Customer shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the End User's registration process with the Customer, 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 Customer 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 Customer.



11.1.4. Logs and records kept by Belgian mobile ID

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

Those logs and records will contain:

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

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

Belgian Mobile ID shall provide the Customer 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 Customer, in a format easily readable and generally used in the industry, in the following circumstances:

- in case of a dispute between the Customer and an End User relating to a specific Operation ; 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 Customer can reasonably justify that it is necessary.

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 Customer that an End User wishing to log in the Customer's environment has correctly used the authentication factors associated to that End User, as described in the functional and technical documentation provided to the Customer. 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 Customer. The Authentication Factors applicable to each use case will be defined by mutual consent with the Customer.

The Customer is solely responsible to decide which level of authentication it will accept in which circumstances. The Customer 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 Customer, both as further described in the functional and technical documentation provided to the Customer.

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 Customers:

- 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 Customer as part of the Authentication Service shall be agreed on by the Customer and Belgian Mobile ID before any transmission thereto, based on the justifiable needs of the Customer. Belgian Mobile ID shall never disclose any element of the Security Data which, in its reasonable opinion, is not necessary for the Customer to provide its services or products or to perform an appropriate risk and fraud management and the Customer 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 Customer regarding the Authentication Service

The Customer shall comply with all instructions and requirements imposed by Belgian Mobile ID regarding the End User's login process with the Customer, among others regarding the appearance of the login page of the Customer and the information to be provided by the Customer 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 Customer.

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 Customer concerned
- type of transaction (share data, login or confirm)
- elements of the Identity Data and Security Data transferred to the Customer

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 Customer with the logs and records described above as soon as possible and no later than within ten (10) Business Days from the request of the Customer, in a format easily readable and generally used in the industry, in the following circumstances:

- in case of a dispute between the Customer 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 Customer 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 Customer of the consent of an End User to a specific transaction with such Customer as described in the functional and technical documentation provided to the Customer.

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 Customer 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 Customer.

The Transaction Context will be specific for each kind of Transaction as described in the functional and technical documentation provided to the Customer. 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 Customer. The Authentication Factors applicable to each use case will be defined by mutual consent with the Customer.

The Customer is solely responsible to decide which level of authentication it will accept in which circumstances. The Customer 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 Customer, as further described in the functional and technical documentation provided to the Customer.

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 Customer, 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 Customer:

- 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 Customer as part of the Confirmation Service shall be agreed on by the Customer and Belgian Mobile ID before any transmission thereto, based on the justifiable needs of the Customer. Belgian Mobile ID shall never disclose any element of the Security Data which, in its reasonable opinion, is not necessary for the Customer to provide its services or products or to perform an appropriate risk and fraud management and the Customer 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 Customer, Belgian Mobile ID will not provide the Confirmation Service.

11.3.3. Specific obligations of the Customer regarding the Confirmation Service

The Customer 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 Customer and the information to be provided by the Customer 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 Customer.

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 Customer concerned
- type of transaction (share data, login or confirm)
- elements of the Security Data transferred to the Customer

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 Customer with the logs and records described above within ten (10) Business Days from the request of the Customer, in a format easily readable and generally used in the industry, in the following circumstances:

- in case of a dispute between the Customer 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 Customer 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 Customer and Belgian Mobile ID agreed thereon in writing (at the onboarding of Customer or thereafter), Customer 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, Customer 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 Customer.

12. TERMINATION ASSISTANCE

On termination or expiry of the Customer Agreement, Belgian Mobile ID shall provide the Customer with reasonable termination assistance as to enable the Customer 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 Customer general information regarding the Services (to the extent necessary) and (ii) continued Service provisioning during the transition period mentioned below.

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 12 shall oblige Belgian Mobile ID to provide any information to the Customer or the Customer'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.

During the termination assistance period, the Customer 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 Customer 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 Customer shall be referred to a joint committee comprised of representatives of Belgian Mobile ID and Customer concerned (the Escalation Committee).

The Escalation Committee will be set up by Customer 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 Customer 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:

- (a) it has all requisite corporate power, authority and all necessary consents to execute, deliver and perform its obligations under this Agreement;
- (b) the signing of this Agreement or any supplemental agreement thereto by each respective Party has been duly authorized by all requisite corporate authorizations; and
- (c) 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 Customer 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 Customer by providing for an earlier date of entry into force.

If the Customer does not agree with the amendment, it may refer the matter to the Escalation Committee and, if Belgian Mobile ID and the Customer do not find an agreed solution before the entry into force of the amendment, the Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer.
- **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
- **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.
- **Contract Year:** means the twelve-months period starting at the Effective Date, then any subsequent twelve-month period starting at the anniversary date of the Effective Date.
- **Customer:** The Party who entered into a Customer Agreement as Customer
- **Customer Agreement:** The Agreement signed by Belgian Mobile ID and Customer
- **Customer'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
- **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 the relevant jurisdictions 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
- **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:** has the meaning described in Clause 4.
- **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.
- **Identification (Service):** the service that consists in the provision, by Belgian Mobile ID, to the Customer, 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
- **itsme[®] 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 Customer
- **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
- **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 Customer and/or Belgian Mobile ID
- **Security Data:** data collected by Belgian Mobile ID for the purpose of security checks,
- **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 Customer for which the itsme® Services are used
- **Transaction Context:** the data communicated by the Customer to Belgian Mobile ID that the User has to visualize before approving a Transaction with such Customer
- **Use Case:** a specific situation in which the itsme® Services are intended to be used
- **Verification Source:** Entities with which the Identity of an End User is collected and/or verified