

# Terms and conditions for Telia e-legitimation

## 1. General

1.1 TeliaSonera Sverige AB ("Telia") supplies the Telia e-legitimation service. This is an electronic identity document that can be used for electronic identification, signature and encryption. The certificate is downloaded into the computer (soft certificate) or stored on a card (hard certificate). It is protected by security codes.

1.2 Telia e-legitimation is intended to be used for identification purposes at companies, government agencies and others that have entered an agreement with Telia to use Telia e-legitimation to identify physical persons electronically ("Telia e-legitimation Relying Party Service").

1.3 The physical person for which Telia issues e-legitimation, "Customer", must have a Swedish personal identity number and be at least 13 years of age to receive a hard certificate, and 18 years of age to receive a soft certificate.

1.4 The Terms and conditions for Telia e-legitimation apply for utilization of Telia e-legitimation.

1.5 Should the Customer sign anything by using Telia e-legitimation, this means the Customer intends for the electronic signature to have the same effect as if the Customer had physically signed a piece of paper.

## 2. Telia e-legitimation block

2.1 Telia supplies a blocking service with which the Customer can block his or her Telia e-legitimation.

2.2 The Customer must immediately request that Telia block the Customer's Telia e-legitimation if the Customer loses his or her Telia e-legitimation or if there is reason to believe that anyone has gained access to the Customer's Telia e-legitimation or knowledge of the Customer's security codes.

2.3 If the Customer requests that his or her Telia e-legitimation be blocked, Telia shall block the Customer's Telia e-legitimation as soon as possible after receiving such request.

2.4 Telia may also block Telia e-legitimation if:

- The Customer breaches these terms and conditions,
- Telia learns that information in the Customer's Telia e-legitimation is incorrect or faulty, or if there is reason to believe this is the case,
- Telia learns that Telia e-legitimation or the security codes are no longer confidential, or there is reason to believe this is the case,
- Telia learns that the Customer or another party has abused Telia e-legitimation, or if there is reason to believe that the Telia e-legitimation will be abused, or
- Telia is obligated by law or government agency regulations or decision to do so.

2.5 If the order for Telia e-legitimation was placed by a company, government agency or other organization on behalf of the Customer (for example, if Telia e-legitimation is found on an employment card that is ordered for the employee), Telia reserves the right to block the Customer's Telia e-legitimation if the ordering entity so requests.

2.6 Blocking Telia e-legitimation means that the Telia e-legitimation can no longer be used. Information that Telia e-legitimation has been blocked will be given in a blocking service that is provided to companies, government agencies and others that have entered an agreement for Telia e-legitimation Relying Party Service. The block cannot be lifted, but the Customer can apply for new Telia e-legitimation when a block is in place.

2.7 After the Customer's Telia e-legitimation has been blocked, the Customer is only liable for utilization of the Customer's Telia e-legitimation if the Customer has acted fraudulently.

## 3. Customer responsibility

3.1 The Customer may only use Telia e-legitimation personally. The Customer is responsible for ensuring that utilization of Telia e-legitimation does not:

- a) give rise to damage or other inconvenience for Telia or a third party;
- b) infringe on Telia's or a third party's copyright or other intellectual property right; or
- c) breach laws or government agency regulations or decisions.

The Customer may not modify or manipulate Telia e-legitimation.

3.2 The Customer must keep Telia e-legitimation and relevant security codes in safe custody to prevent unauthorized persons from gaining access to them.

3.3 The Customer is liable to Telia and third parties for:

1. damage that arises as a result of fault or negligence on the part of the Customer,
2. damage that arises due to errors or deficiencies in the information provided to Telia by the Customer,
3. damage that arises as a result of faults or deficiencies in the Customer's communication equipment or software that the Customer has on his or her data carrier, or access that the Customer uses and
4. damage that arises due to criminal acts on the part of the Customer.

3.4 After blocking, the Customer's liability is limited as per point 2.7 above.

## 4. Telia's responsibility

4.1 Telia is responsible for:

- ensuring that the information provided by the Customer is checked against SPAR or another registry approved by Telia, and then transferred to the certificate in the Customer's Telia e-legitimation; and
- Telia's explicit undertaking according to these terms and conditions.

4.2 Telia shall supply Telia e-legitimation in a professional manner. Telia has the right to engage subcontractors to fulfill its undertaking. Telia shall in such cases be responsible for the work performed by the subcontractors as for its own work.

4.3 In the event of fault or deficiencies in Telia e-legitimation, the Customer shall immediately file a complaint with Telia. If the fault or deficiency falls under Telia's responsibility to the Customer, Telia shall issue a new Telia e-legitimation at no charge.

4.4 Telia is not responsible for damage that arises as a result of Telia e-legitimation containing inaccurate information that the Customer provided or confirmed in conjunction with ordering Telia e-legitimation. Furthermore, Telia is not responsible for damage that arises as a result of the Customer failing to report changes in the information for Telia e-legitimation in accordance with point 7.3 below.

4.5 Telia is not responsible for damage that arises due to government action or omission, new or modified legislation, labor conflict, blockades, war, riot, sabotage, extreme weather conditions, lightning strike, fire, explosion, flooding, natural disaster or accident or other similar circumstance outside Telia's control.

## **5. Compensation**

5.1 The Customer is entitled to receive compensation for direct damage that Telia or party for which Telia is responsible causes as a result of negligence. The Customer is not entitled to compensation for indirect damage such as loss of profit or other consequential damage. Each of the parties' liability for damages to the other party is limited to a total amount that corresponds to one (1) price base amount in accordance with the General Insurance Act (1962:381) at the time damage occurred. This limitation does not apply if the tortious party has acted in an intentional or grossly negligent manner. The request for damages must be made in writing.

## **6. Validity period**

6.1 Period of validity is indicated on each Telia e-legitimation.

## **7. Consent for processing personal data**

7.1 Telia assigns passwords and other codes ("Identification data") that are needed to use Telia e-legitimation. Telia may change identification data for technical, operational or other specific reasons or due to government agency regulation or decision. The Customer will be informed of such change well in advance. The Customer is not entitled to Identification data after the Agreement ceases to apply, unless the Parties have agreed otherwise in writing or legislation stipulates otherwise.

7.2 "Customer Data" refers to data about the Customer such as name, address, personal identity number or other information about the Customer.

7.3 Upon Telia's request, the Customer must provide the information needed to provide Telia e-legitimation. The Customer shall without delay inform Telia of any changes to such information.

7.4 Telia processes Customer Data in order to provide Telia e-legitimation (including checking Customer Data against SPAR or other registry), fulfilling its obligations according to law or other statute, maintaining the registry and for marketing Telia's goods and services. The Customer consents to his or her Customer Data being used for such marketing purposes. The Customer may revoke consent at any time by notifying Telia in writing. Customer Data may be given to Telia's cooperation partners should this be necessary in order to provide Telia e-legitimation.

## **8. Software**

8.1 Software and other copyright-protected information that Telia or Telia's subcontractors' supply are the property of Telia or the subcontractor. The Customer may not, beyond what has been allowed in writing by Telia, use, modify or in any other way process software or other material that belongs to Telia e-legitimation; neither may such software or material be transferred to another party and the rights may not be granted to another party.

## **9. Operation and maintenance of Telia e-legitimation**

9.1 Telia possesses the right to limit accessibility to a service to the extent necessary due to expansion or other reasons related to technology, maintenance or operation, or if Telia deems it necessary to do so to prevent damage to Telia or another party. Telia shall strive to minimize the period of interruption and take the action needed to ensure that the Customer experiences the least possible inconvenience. To the greatest extent possible, Telia shall inform the Customer of planned interruptions.

## **10. Disputes**

10.1 Any dispute regarding the interpretation or application of this Agreement shall be decided by a Swedish court of law in accordance with Swedish law. Disputes may also be heard by the National Board for Consumer Complaints. The Board's decision is given as a recommendation for how the parties should resolve the dispute. The Board does not hear disputes that solely concern the basis for invoicing Services.

## **11 Coming into force**

11.1 These general terms and condition apply from 1 June 2009.