

General terms and conditions

For electronic certificates issued by the intermediary certificate Fullgilt auðkenni

1 Scope and incorporation

These terms and conditions (Terms) apply to and regulate all usage, reliance and issuance of Certificates by the intermediary certificate Fullgilt auðkenni. The Terms supplement any agreements Auðkenni signs related to the Certificates. Changes to these Terms will be communicated to subscribers and subjects. The Terms are based on the AK Certificate Policy for Fullgilt auðkenni (CP) and the Icelandic acts no. 55/2019 on electronic identification and trust services for electronic transactions, and no 90/2018 on data protection and processing of personal data.

The Trust Services these Terms apply to, have been assessed to conform with the eIDAS regulation implemented in Iceland with act 55/2019.

2 Authorisation and acceptance

2.1 Authorisation

Auðkenni grants authorisation to subjects and subscribers to utilize the Certificates issued to them, while valid, to the extent the utilization is in accordance with these Terms. Any such utilisation is limited to the individual subject or subscriber the Certificate is issued to.

Auðkenni also grants authorisation to service providers and other relying parties to rely on the Certificates in accordance with the provisions and limitations outlined in these Terms.

2.2 Acceptance

Subscribers accept the Certificate and these Terms with their signature on the application for a Certificate. Subjects, when different from subscribers, accept the Certificate and these Terms with their signature on the certificate acceptance form.

Service providers and other relying parties accept these Terms by relying on the services Auðkenni provides and are outlined in these Terms.

3 Certificates

3.1 General

The private key and related Certificates are stored in a signature creation device (SCD) of the subject's choice. When the Certificates are qualified, the private key is stored in a QSCD. These Terms only apply to the Certificates and never the device outside of the scope of the SCD itself.

3.2 Issuance and enrolment

Registration authorities (RA) handle enrolment for Certificates for Auðkenni. The role of the RA is outlined in the CP cf. art. 1.

3.3 Revocation

CRL and OCSP information are publically available 24/7 pursuant to art. 10. Revocation status information for qualified signatures is free of charge for individual use. Revocation service quality is pursuant to the service level the relying party chooses, cf. art. 5. Auðkenni is not liable in the event of service unavailability.

Auðkenni revokes certificates either on own accord or based on the subscriber's request. A revocation request must be verified by Auðkenni prior to enforcement. Detailed description of revocation process and permitted reasoning is outlined in the CP.

4 Subscribers and subjects

Subscribers can either be natural persons or legal persons, dependent on the certificate profile. The subscriber is often the subject of the Certificate.

The subscriber is responsible for the correctness of the information inserted into the Certificates, the usage of the Certificate and requesting a revocation in the event of compromise of the Certificate or the related PIN. The subscriber shall inform Auðkenni on these events.

The subject is responsible for their permission to take on these obligations, the correctness of the identification documents

provided for proof of their identity, to stop using the certificate after revocation, and for protecting their PIN.

Detailed description of these responsibilities are outlined in the CP.

5 Relying parties

Before making a decision on trust between parties, it is important that relying parties familiarise themselves with the obligations subscribers and subjects are to fulfill.

In order for relying parties to rely on individual certificates, relying parties must:

- Verify validity and revocation status of the certificate
- Consider any limitations on the use of the certificates Auðkenni has made available.

These requirements do not minimize the relying party's need to verify the authority of the signatory to execute the transaction.

5.1 Revocation status verification

There are two means available for the relying party to verify the revocation status of the Certificate; CRL and OCSP. CRL, which is made available to relying parties free of charge, may contain information that is up to 24 hrs old. OCSP, which is free of charge for individual use, but a paid service for better quality of service, contains real-time information. Queries made to the OCSP servers are charged pursuant to Auðkenni's price list at the end of each calendar month. Late payment of bills may result in service unavailability.

Utilisation of CRL rather than OCSP is at relying party's own risk and may cause the relying party receiving obsolete certificate status information. Auðkenni is not liable for any damages caused to the relying party due to that decision. While CRL is a reliable method of verifying revocation status, the OCSP provides more accurate information and is the recommended method when the risk of the transaction is substantial for the relying party.

6 Auðkenni

6.1 Registration authorities

Auðkenni assigns registration authority privileges to third parties. Those third parties are not issuers of the Certificates. Information about the entities that have been assigned registration authority privileges are published on Auðkenni's website.

6.2 Limitation of liability

Auðkenni is only liable for damage – caused intentionally or negligently – to any natural or legal person, by Auðkenni's employees or subcontractors, due to Auðkenni's failure to comply with the obligations outlined in these Terms.

Furthermore, Auðkenni is only liable for damage caused intentionally or negligently to a relying party by Auðkenni's employees or subcontractors in the event an individual fraudulantly acquires a Certificate.

Auðkenni is not liable for any consequential or indirect damages due to Auðkenni's failure to comply with the obligations outlined in these Terms.

6.3 Force majeure

Where the performance of Auðkenni's obligations is impeded by a circumstance beyond the control of Auðkenni, such as industrial conflicts, fire, war, public authority provisions, as well as errors or delays in deliveries from subcontractors for the same reason, such circumstances shall constitute force majeure and result in postponement of obligations

6.4 Insurance

Auðkenni has purchased and maintains insurance to cover possible damage claims.

7 Security, data retention and data protection

7.1 Publicity of information

Information that are derived from the Services described in these Terms are considered confidential and not to be made available, unless where otherwise explicitly defined.

Information provided about the subject in the Certificate are public and the subject accepts publication of that information.

7.2 Data retention

Information gathered at registration or during use/reliance of the certificates are archived and retained for the minimum of 10 years, as further defined and outlined in Auðkenni's TSPS.

7.3 Data protection and processing of personal data

Detailed information about data protection and processing of personal data is provided on Auðkenni's website.

8 Pricing

Auðkenni issues and updates regularly a price list, containing pricing information for the service and products it offers. The pricelist is an integral part of these Terms.

9 Document repository

All relevant documentation related to Auðkenni's services detailed in these Terms, are published at repo.audkenni.is

10 Breach of obligations

In the event of a breach of the counterparty's obligations, Auðkenni reserves the right to terminate the relative contractual obligations.

11 Assignment

Not allowed by anyone other than Auðkenni.

12 Term and termination

Certificate validity is defined in individual profiles and available within the Certificate itself. Certificates are valid in accordance with that definition, unless revoked ahead of time.

These Terms are published on Auðkenni's website and are valid until replaced by a more recent version. The Terms are valid for each subject, subscriber or relying party from the time they sign contractual documents referring to them or start relying on the service defined herein, whichever comes first.

Updated versions of these Terms apply to all valid Certificates at the time of update or issued after that.

13 Jurisdiction

These Terms are governed by Icelandic law and disputes arising from the Terms are to be adjudicated in the District Court of Reykjavík.

14 Contact information

Auðkenni has offices at Borgartún 31, 105 Reykjavik, is accessible via the website, audkenni.is, and can be contacted via email: fyrirspurnir@audkenni.is or phone +354 530 0000.