

General terms and conditions

For electronic certificates issued by Auðkenni's intermediary certificates

1 Scope and incorporation

1.1 General

These terms and conditions (Terms) apply to and regulate all usage, reliance, and issuance of electronic certificates by Auðkenni's intermediary certificates, supplementing all obligations required to ensure security and the reliability of the certificates.

The Terms are based on [Auðkenni's Certification Policies](#) (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 Regulation (EU) No 910/2014 of the European Parliament and of the Council (the eIDAS regulation) which was implemented in Iceland with acts no. 55/2019. Definition used in these Terms shall have the same meaning as they are given the acts no. 55/2019 and the eIDAS regulation.

Auðkenni's trust services are under the supervision of The Electronic Communications Office of Iceland (ECOI), which has a supervisory role according to act. no. 55/2019 and the eIDAS regulation. ECOI has granted Auðkenni a qualified status in accordance with article 21. of eIDAS regulation.

1.2 Conformity

In case of any discrepancies between these Terms and any document that bind Auðkenni, these Terms shall prevail unless otherwise is specifically stated in the provisions of the document. The provisions of the Icelandic version of these Terms shall take precedence over this English version should there be any inconsistencies in the text.

2 Authorisation and acceptance

2.1 Authorisation

Auðkenni authorises subjects and subscribers to utilize the electronic 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 authorises service providers and other relying parties to rely on the certificates issued by Auðkenni's intermediary certificates in their business as long as they abide by these Terms at all times.

2.2 Acceptance

Subscribers accept the electronic certificates and these Terms with their signature on an application for a certificate. Subscribers and subjects are normally the same. Subjects, when different from subscribers, are required to accept the reception of the certificate and these Terms. When subjects are legal persons, the subscriber's legal representative accepts the issuance and the delivery of the certificate on behalf of the subject.

By relying on the certificates and the services Auðkenni provides that are outlined in these Terms, service providers and other relying parties accept these Terms, declare that they are adhering to them, and their utilisation of the service is not in violation of any laws.

3 Certificates

3.1 General

The private key and related electronic certificates are stored in a signature creation device (SCD) of the subject's choice. The private key of a qualified electronic certificate is stored in a qualified electronic signature creation device (QSCD). These Terms only apply to the electronic certificates and SCD, but never the device itself that holds the SCD.

3.2 Issuance and enrolment

Registration authorities (RA) handle enrolment of electronic certificates for Auðkenni. The role of the RA is outlined in the

relevant CP. A list of active RAs can be viewed on Auðkenni's website. Electronic Certificates can also be issued via self-registration in the Auðkennisapp.

3.3 Revocation

Certification Revocation List (CRL) and Online Certificate Status Protocol (OCSP) information are publicly 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 strives to have continuous service but is not liable in the event of service unavailability.

Auðkenni revokes certificates either on own accord or based on the request of the subscriber or applicable authorities. A revocation request must be verified by Auðkenni prior to enforcement.

3.4 Auðkenni's permit for one-sided revocation

Auðkenni has permission to unilaterally revoke electronic certificates under certain circumstances, i.a.:

- At the death of a subject.
- If there is reason to believe that a mistake has occurred in the issuance of certificates or in the certification of a subscriber.
- If Auðkenni or a RA is certain that the information in electronic certificates is not correct, i.a. they have changed, for whatever reason.
- If changes are made to the subject's device (i.e. new card).
- If the subscriber does not have in his possession the card which contains the electronic certificates, i.a. due to the subscriber's loss of the card and having it returned to the registration authority.

Detailed description of the revocation process and permitted reasoning is outlined in the relevant CP.

3.5 Special attributes

Certificates issued by Auðkenni may contain special attributes that are maintained and updated by third parties. These attributes may affect the validity of the certificate, making it necessary to revoke it, in the event that the subject's authorisation to utilise the attribute expires.

4 Subscribers and subjects

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

The subscriber is responsible for the correctness of the information inserted into the electronic certificates, the usage of the certificate, their security, and requesting a revocation in the event that a certificate or the related PIN is compromised. The subscriber shall inform Auðkenni on these events.

When the subject is a minor or has been deprived of legal capacity, his guardian submits an application and assumes responsibility as the subscriber pursuant to this clause.

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.

When the subject is a legal person or an organisation of some kind, the subscriber assumes all responsibility.

Detailed description of these responsibilities is outlined in the relevant CP.

5 Relying parties

5.1 Structure of trust

Before making a decision on trust between parties, it is important that relying parties familiarise themselves with the obligations

subscribers and subjects are to fulfil, as outlined in these Terms and the relevant CP.

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

- a) Verify validity and revocation status of the certificate based on the latest information on the revocation status, cf. art. 5.2.
- b) Consider any limitations on the use of the certificates Auðkenni has made available in the certificate itself or these Terms.

These requirements do not minimize the relying party's need to verify the authority of the signatory to execute the transaction, such as power of attorney, legal capacity, age, competence etc.

5.2 Revocation status verification

There are two means available for the relying party to verify the revocation status of a certificate; CRL and OCSP. CRL, which is made available to relying parties free of charge, may contain information that is up to 24 hours old. OCSP, which is free of charge for individual use, but a paid service for better quality of service, contains real-time information which reduces the likelihood of trust being placed on revoked certificates.

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, cf. art. 8.

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.

5.3 Utilisation of Auðkenni's Software as a Service (SaaS)

Service providers may apply for access to Auðkenni's SaaS for a fee, cf. art. 8. Information on available services, price and service levels are available on Auðkenni's website.

Service providers are limited to use the services in accordance with the provisions in the relevant service description and these Terms.

Auðkenni ensures that the service and its operating environment is working and in good standing in accordance with the service level the provider has opted for. The service provider is responsible for maintaining and updating his equipment to ensure connection to Auðkenni's services and eliminate any possibilities of harmful properties that can negatively affect Auðkenni's environment. The service provider is also responsible for any defects or deviations that may occur in his hardware or software.

Service availability is in accordance with service descriptions and service level selected by the service provider.

Auðkenni reserves the right to alter to the service provided, including changing subcontractors, without informing service providers, if it can be done without causing inconvenience to the service providers. Auðkenni also reserves the right to make any other alterations to its service provision, a month after appropriately notifying the service provider.

In the event the use of the service may cause harm or damage for Auðkenni, Auðkenni reserves the right to stop or limit the service provider's access to the service. Any such limitation must always be proportionate and justifiable given the circumstances of the instance. A service provider shall, as soon as possible, be notified of any access limitations to Auðkenni's services. This applies also if the service provider has violated the provisions of these Terms, inter alia by not acting in accordance to the provisions of the service descriptions or the agreed upon fee has not been paid in a timely manner despite a notice of payment, cf. art. 8.

6 Auðkenni

6.1 Registration authorities

Auðkenni assigns registration authority privileges to third parties with regards to registration and acceptance of the electronic certificates. 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 RA officers, due to Auðkenni's failure to comply with the obligations outlined in these Terms. Auðkenni shall never be liable for any damage caused by a defect or malfunction in purchased equipment.

Auðkenni is only liable for damage caused intentionally or negligently to a relying party by Auðkenni's employees or RA officers in the event an individual fraudulently acquires a certificate. To the extent possible, Auðkenni takes measures to check the subject's legal capacity, and if applicable, the authority of the declared legal guardian. Auðkenni is not liable for any damage relying parties may suffer if Auðkenni's investigation in this regard is insufficient.

Under no circumstances (other than explicitly specified in art. 13 of the eIDAS regulation) shall Auðkenni be liable for any indirect, coincidental or consequential damage, including but not limited to profit loss, loss of use, punitive damages or penalties that are caused by or related to use, distribution, permission, functioning, dysfunction of the certificates, electronic signatures, electronic seals, or any performance or service that is offered or planned in relation to the certificates.

6.3 Force majeure

Auðkenni is not liable for damages caused when the performance of Auðkenni's obligations is impeded by an unforeseeable circumstance or a circumstance beyond the control of Auðkenni, such as but not limited to, disturbances in energy companies, telecommunications, telecommunications equipment or transportation, embargo, trade restrictions or strikes, shipping damages, fires, natural disasters, wars or terrorism, group accidents or epidemics, riots, civil disturbances, vandalism or sabotage (including damages caused by computer viruses or hackers), furthermore because of public authority provisions.

Auðkenni is also not liable for damage caused by malfunction, or lack of necessary access to computer systems that Auðkenni uses, or damage to data in the systems that can be traced back to events beyond Auðkenni's control. This limitation applies without consideration to whether the operation of the systems is in Auðkenni's hands or its subcontractors.

6.4 Insurance

Auðkenni has purchased and maintains insurance to cover possible damage claims regardless of their origin. The insurance amount is determined with respect to the extent of the trust service's operation at any given time.

6.5 Intellectual property rights

Auðkenni owns the intellectual property and identity rights over the valuables that the company's services include or has a third-party authority to utilise such rights. Under intellectual property rights fall, copyright, patent rights, trademarks, brand names, design rights, rights to trade secrets, technical knowledge (know-how) or other rights that are already or may be later prescribed by law.

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 electronic certificate are public and the subject has been informed on its publication.

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 after the validity of the relevant certificate. Detailed information on retention time on specific types of information can be found in Auðkenni's Trust Service Practice Statement. Information on subjects is retained as necessary for the purpose of providing proof of certification before the courts.

7.3 Data protection and processing of personal data

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

8 Pricing and payment terms

8.1 General

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.

All services provided by Auðkenni are charged based on an hourly fee in accordance with the then current price list.

Auðkenni reserves the right to unilaterally update the price list. All such changes can affect customers' monthly fee. Any such changes shall take effect a month after appropriately notifying the customer.

8.2 Payment terms

Customers shall pay Auðkenni a fee for the service and products it offers.

At the end of each calendar month, Auðkenni issues an invoice along with a claim for payment for fixed monthly payments and for the services provided in the same month. Customer shall bear all cost relating to the collection of fees.

Auðkenni's invoices shall be sufficiently detailed and documented for them to be verified. In the event an invoice amount is disputed, the customer cannot refuse to pay any undisputed amounts. Invoices are due 20 days after the date of issuance.

In the event the customer does not pay the fee agreed upon, the customer must pay late payment interest in accordance with the decision of the Central Bank of Iceland according to Paragraph 1 Article 6 Act no. 38/2001, from the due date to the payment date. In the case of non-payment Auðkenni reserves the right to block the customer's access to Auðkenni's services until payment has been completed.

If any costs are incurred by Auðkenni due to statutory supervision of customer, the customer is responsible for paying the accrued cost in accordance with the then current price list.

Upon termination of a contract between Auðkenni and the customer, for whatever reason, the customer must pay to Auðkenni all accrued fees. The provisions of these payment terms apply to any such payments.

If a contract between Auðkenni and a customer is terminated due to non-compliance by the customer or due to customer's dissolution or bankruptcy, the customer shall also pay Auðkenni:

- a) Fee for each month started at the point in time when the aforementioned termination takes effect, or in the same manner fee for any other started period, charged in accordance with the price list.
- b) All damage Auðkenni has verifiable suffered based on

agreements regarding payment of licenses, maintenance, or service fees with suppliers of software being used by the customer at the time of termination.

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 any obligations by a subscriber, subject, service provider, other relying party, or other counterparties, Auðkenni reserves the right to stop providing the relative service. This may mean revoking certificates, revoking access, or making other arrangements Auðkenni deems necessary.

11 Assignment

Assignment of any obligation under these Terms are not allowed by anyone other than Auðkenni.

12 Termination of Trust Service

In the event Auðkenni terminates a trust service, Auðkenni shall notify its customers as soon as possible. The notice shall be considered as a notice of termination of the contractual relationship between Auðkenni and the customer, unless otherwise stipulated in the notice. Detailed description of termination, including the applicable notice period, is outlined in the relevant CP.

13 Term and termination

Electronic 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 certificates issued after that. Updated versions of these Terms are published on Auðkenni's website.

14 Jurisdiction

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

15 Contact information

Auðkenni has offices in Reykjavík, more detailed information can be found on the website, audkenni.is. Auðkenni can be contacted by sending an email to the email address fyrispurnir@audkenni.is or phone +354 530 0000.