

# Software License Terms / End-User License Agreement

For the use of the Auðkennisapp, the app enabling electronic certificates on smart devices.

## 1. Scope and incorporation

The license terms set out in this document apply to and regulate the User's usage of the Auðkennisapp (the App) in current version and any future versions (including minor or major updates or upgrades, supplements or associated components). These license terms do not apply to the usage, reliance or issuance of Certificates that are accessed through the App. Changes to these license terms will be communicated to subscribers and subjects.

By downloading the App, using it and/or accessing it in any other way, the User unequivocally accepts to be bound by these license terms with respect to any type of use or manipulation of the Auðkennisapp. A refusal to accept these license terms constitutes a revocation of any permission for the User to access or use the App. Acceptance of these terms constitutes a legally binding agreement between Auðkenni and the User with respect to the use of Auðkennisapp.

The App is licensed, not sold and may be modified, suspended or discontinued, temporarily or permanently, with or without notice and without liability to the User.

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. Definitions and abbreviations

**Auðkennisapp or App:** a mobile application instance installed on a smart device, enabling access to and usage of electronic certificates on smart devices.

**Certificates:** electronic Certificates that connects the identity verification to the subject and confirms their identity. The certificate includes the subjects public key, along with other data, together are encrypted with the subject's private key. The certificates are issued by the intermediary certificate Fullgilt auðkenni. Auðkenni's General Terms and Conditions apply to the usage, reliance and issuance of the Certificates. General terms are available on Auðkenni's website.

**Smart device:** a portable device (e.g. mobile phone or tablet) that runs a device operating system (e.g. Android or iOS).

**User:** the holder of the Smart device that decides to download the Auðkennisapp or to use the App after download. This individual can be different from the subscriber of certificates.

## 3. License

The User is granted a limited, revocable, non-exclusive, non-transferable, worldwide license to download, install and use the App solely for their personal purpose strictly in accordance with these license terms, provided the User accepts to be bound by these license terms. The license applies to Smart devices that the User owns or controls.

## 4. Restrictions on license

The User agrees not to, and will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the App or make the App available to any third party.

The User may not copy (except as expressly permitted by these license terms), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof.

## 5. No Warranty

The User expressly acknowledges and agrees that use of the App is at User's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the User. To the maximum extent permitted by applicable law, the licensed App is provided "as is" and "as available", with all faults and without warranty of any kind, and Auðkenni ehf. hereby disclaims all warranties and conditions with respect to the App, including but

not limited to, the implied warranties and/or conditions of satisfactory quality, of fitness for particular purpose, of accuracy, and non-infringement of third party rights. Auðkenni ehf. does not warrant, that the functions contained in, or services performed or provided by the App, will meet User's requirements, that the operation of the App or service will be uninterrupted or error-free, or that defects in the App or services will be corrected. No oral or written information or advice given by Auðkenni ehf. or its authorized representative shall create a warranty.

## 6. Limitation of Liability

To the extent not prohibited by law, in no event shall Auðkenni be liable for direct or indirect damages whatsoever, including without limitation damages for loss of profits, loss of data, business interruption or any commercial damages.

## 7. Intellectual property

The User agrees that the App contains information and material that is protected by applicable intellectual property laws, and accepts that they will not use such information or material in any way whatsoever, except for permitted use as described in these license terms.

## 8. Data protection and processing of personal data

User is aware that Auðkenni may collect and use technical data and related information, including but not limited to technical information about User's device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates or product support. Auðkenni may use this information, as long as it is in a form that does not personally identify User, to improve its products or to provide services or technologies to User.

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

## 9. Assignment

Assignment of the responsibility of the User outlined in these license terms is not allowed. Auðkenni reserves the right to assign its duties at its discretion.

## 10. Term and termination

These license terms are published on Auðkenni's website and are valid until replaced by a more recent version. These license terms are valid for each User from the time they first download the App, or from the time the User first starts using an already installed App, whichever comes first, whatever the device.

Auðkenni reserves the right to suspend or terminate these license terms at any time and for any or no reason, without prior notice. Upon termination of these license terms, User shall cease all use of the App and delete all copies of the App from the User's Smart device.

Updated versions of these license terms apply to all use or manipulation of the App at the time of update or initiated after that.

## 11. Jurisdiction and severability

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

If any provision of these license terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objective of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## 12. Contact information

Auðkenni has offices in Reykjavík, more detailed information can be found on the website, [audkenni.is](http://audkenni.is). Auðkenni can be contacted by sending an email to the email address [fyrirspurnir@audkenni.is](mailto:fyrirspurnir@audkenni.is) or phone +354 530 0000.