

<b>Identitrade AB</b>		Document name Terms & Conditions Subscribers Identiway TRA Service		
Owner CEO	Class P (public)	Category Steering	Date 2019-08-28	Revision 09

# Terms & Conditions Subscribers Identiway TRA Service

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## 1. Revision History

Date	Revision	Comment	Signed Off
2018-12-27	01	First draft	ML
2019-01-01	02	Improvements	PH
2019-02-19	03	Improvements	TZ
2019-05-09	04	Improvements	TZ
2019-06-19	06	Deviation	PH
2019-07-24	07	Improvements	PH
2019-08-26	08	Improvements	PH
2019-08-28	09	Improvements	PH

## 1 INTRODUCTION

1. These terms and conditions govern your access to and use of the Services provided, owned and operated by Identitrade AB, a company registered with Bolagsverket in Sweden with registration number 556972-4288 (se chapter 18 for further details and contact information). Identitrade AB and its trading brand name Identiway are hereinafter referred to as "Identiway"/"we"/"us"/"our".
2. These terms and conditions form a legal agreement between you and Identiway regarding the Services. These terms and conditions follow the Identiway Trusted Service Practice Statement v 11. Using the Services indicates that you accept these terms and conditions. If you do not accept these terms and conditions, please do not use the Services and leave the online sites, mobile applications or other platforms from which they are provided.
3. We may revise these terms and conditions at any time by updating them, publishing them on our Website, in our app and notifying you by email at the email address you provided upon registration (if applicable) for the Services. You should check the Website

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from time to time to review the then current terms and conditions because they will be the ones that are binding on you.

4. The TRA Service is a Trust Service operated under the Identiway Trusted Service Practice Statement v 11. The TRA Service is assessed for conformity with the policies set forth in eIDAS Regulation (EU) 910/2014, ETSI Standards 319 410, 319 411-1, 319 411-2, relevant ISO standards e.g. 27001, relevant elements of national German law in Verfügung gemäß § 11 Absatz 1 VDG (Mitteilung Nr. 208 des Amtsblatts-Nr. 11/2018 der Bundesnetzagentur) and relevant elements of regulation (EU) 2016/679 (EU GDPR).
5. The TRA Service uses Identitrade's authorization from the Swedish Financial Supervisory Authority to access bank account information on your behalf under Swedish legislation. See fi.se (<https://www.fi.se/en/our-registers/company-register/details?id=171095>).

## 2 DEFINITIONS

The following words and phrases have the following meanings in these terms and conditions:

- "Confidential Information" means information disclosed by (or on behalf of) one party to the other party in connection with these terms and conditions that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.
- "Platform" means the online platform accessed by you after registration for the Services;
- "Services" means either the Identiway TRA Service that you access via a) a standalone web interface or as a part of b) a Trust service delivered through an app such as the Identiway App.

## 3 The Identiway TRA Service

1. The purpose of the Service is to assist online service providers seeking to identify you and entering into contractual relationships with you. These service providers need to

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comply with anti-money laundering legislation, financing of terrorism and regulations on identification and esignatures. If you are using Identiway App, the TRA Service provides the registration functionality for Certificate Authority Services e.g. Identiway QeID Service (see [identiway.com/repository](https://identiway.com/repository) for more information).

2. Identiway is a bank and agency independent solution supporting the identification of natural persons using a machine assisted manual process. All steps require your active participation and consent. The steps can be standalone or combined. The Service may require you to:
  - a. Access a third party online account in your name (e.g. a bank account) where you sign into the service electronically.
  - b. Share the data on the account with Identiway such that the Service can capture any data on the third party account necessary for your identification. In this instance the TRA Service may provide an additional interface between you and the interface of your third party online account service, designed specifically for the purposes of simplifying the process of verifying your identity.
  - c. Demonstrate that you are physically present in front of your smartphone using a smartphone video selfie service (liveliness check). Identiway will use this to establish that you are physically present and will also capture high resolution photos of your face to compare this with an ID Document photo.
  - d. Take a picture with your smartphone camera of a valid Government issued Identity document (e.g. Passport). Proceed to do a video capture with a smartphone of the Identity document. The Service may extract, process and verify any and **all** data on the ID document, including biometric pictures and signatures.
  - e. Enter into a live human to human video conference where you answer questions, demonstrate possession of the ID document and prove your registered address.
3. You as the User carry out and complete all necessary steps for proceeding with the Service such as signing in to the online banking or tax authority service, taking a picture with a smartphone camera of an Identity document and taking a selfie video. You have full control over all phases of the completion of an identification and can abort at any time. The service is based on your active participation and consent for each step.
4. In some instances, bank account access may include a micro transfer of funds (see below) provided by our licensed finance partners. Their logo will be present where this is the case and you actively need to request and perform the transfer. Partners part of the Service is provided by them with its own information and terms and conditions.
5. If the personal data that is necessary for identification is available on a second account (e.g. your tax account) accessible from the first account (e.g. your bank account)

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through embedded functionality such as links, buttons, iframes etc, you grant us permission to activate the necessary functionality to process all personal data on the second account in order for us to extract and verify identity data.

#### LOGIN INFORMATION ETC PROVIDED BY THE USER

6. Any identification executed with the use of personalised security credentials (codes/passwords etc.) shall be deemed to be carried out by the authorized owner of the account.
7. Any login information provided by you during the identity verification process will be collected and processed by Identiway. Identiway or its partners will forward the information, through the Service interface, to the corresponding interface of your online bank or tax authority through a secure connection. All communications made by you when using the Service are encrypted and the confidential login information of the User is forwarded to the corresponding input-field of the selected bank but is never stored. Identiway may, however, store and process any and all information provided by you in connection with using the Service.

#### PERSONAL DATA PROCESSING IN ON YOUR PERSONAL ACCOUNT

8. By using the Service, your agree that information about you available in various parts of a third party account interface (including for example name, address, telephone number, email address, sending bank account number, personal identity number and, where applicable, passport number/identity card number) is used by Identiway for the purpose of verifying the identity of the User.

#### MICRO PAYMENT OPTION

9. To demonstrate that you are in control of your account, we may also ask you to do a micro payment to our account, a so called "10 cent transfer". The purpose of the transfer is to comply with specific identification requirements found in many anti-money laundering regulations. This part of our service is provided by our licensed finance partners and the service is subject to their terms and conditions. You understand that by authorizing the transfer you will pay a micro payment from your account to us that will not be reimbursed. The amount will be transferred upon choice of account and accepting the transfer in the service.

#### SMARTPHONE PHOTO AND SELFIE VIDEO

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10. We use automated software and manual vetting to process and read characters and words present on the photo of the Identity document, and/or process a selfie video and compare it with an ID document photo. Our Platform uses artificial intelligence to assess the authenticity of the named Identity documents. Finally, our Platform matches account statement data from your account with the identity data extracted from the Identity document.

#### MOBILE ID

11. In some the Identiway smartphone app or app SDK you are allowed to choose one or more PIN codes as part of the identification process described in Chapter 3. Upon entering one or more PIN codes and using it to sign your ID Document picture, you are issued an electronic certificate and signature that can be used for secure sign-in and esignatures. These services have separate Terms & Conditions (see [identiway.com/repository](https://identiway.com/repository) Terms and Conditions Identiway QeID).

#### AUTHORIZATION/PERMISSION TO FORWARD INFORMATION ABOUT THE USER

12. Your information is forwarded on your instruction by Identiway to the Supplier for the purpose of the Supplier verifying the transaction and your identity, in order to prevent fraud, money laundering, terrorism or other criminal acts as well as to meet other legal requirements.
13. If you have used account access as part of the Service, the permission to forward data includes personal data processed by our trusted sub-contractors (e.g. Trustly) and delivered to us.
14. If you enroll in Identiway App, information can only be forwarded to a Supplier of your choice upon your active authentication (using PIN, TouchID or FaceID).

## 4 FEES AND PAYMENT

You do not need to pay us for using the Services (other than the micropayment chapter 3, paragraph 7). We are paid by the third party that has provided you with access, and/or asked you to use our Services.

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## 5 LICENCE GRANT AND USE OF CONTENT

In return for you agreeing to comply with these terms and conditions, Identiway grants you a non-exclusive licence to use the Platform on each device (e.g. phone, tablet) you use to access the Services. We only grant this licence to you and you cannot transfer or sell it to anyone else. We grant identical and similar licences to all users of our Platform. The licence we grant is subject to these terms and conditions and the Identiway Privacy & Cookie Policy ("Identiway Privacy & Cookie Policy").

1. You consent to and grant Identiway a licence to access your bank, agency and in the service specified accounts and process the data contained within those accounts subject to these terms and conditions and the Identiway Services Privacy & Cookie Policy. Where a 1 cent transaction is necessary you consent to having our software transferring the amount on your behalf.
2. Where you are using an Identiway Service that has required you to take a photo of an identity document, you consent to and grant Identiway a licence to process and interpret the photo for your personal information, and for Identiway to store the photo of the aforementioned Identity document together with the information stated on the identity document.
3. You consent to and grant Identiway a license to match data acquired from the account in step 1 with information from your identity document photo in Step 2.
4. Where you are using an Identiway Service that has asked you to choose a PIN code you consent to and grant Identiway a license to install an advanced electronic signature service that can uniquely identify you, and host a service that allows you to use this signature when signing-in to secure services and e-signing documents.
5. All images, text, icons and other content on the Platform ("Content"), as well as the arrangement of the Content on the Platform, is protected by copyright and other intellectual property rights. Except as provided in these terms and conditions, or otherwise in writing by Identiway, you are not granted any licence to use the Content or its arrangement. Nothing in these terms and conditions grants you a licence to use any Identiway trademarks or trademarks of any third parties on the Platform.
6. You shall not copy, republish, frame, link to, download, transmit, modify, adapt, rent, lease, loan, sell, assign, distribute, license or sublicense the Platform or any of the Content. No copyright and/or other intellectual property notices or watermarks on any Content shall be deleted or modified.

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7. You shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform except to the extent allowed by law.

If you breach any of the terms in these terms and conditions, your permission to use the Platform and the Services automatically terminates. In addition, Identiway shall have the right to block, restrict, disable, suspend or terminate your access to all or any part of the Platform, Services or Content at any time in its discretion without liability to you.

## 6 YOUR ACCESS TO OUR SERVICES

1. While Identiway endeavours to ensure that the Platform and the Services are normally available 24 hours a day, Identiway shall not be liable if for any reason they are unavailable at any time or for any period.
2. Access to the Platform and the Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Identiway's control.
3. When you register with us and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of your password. If you become aware of any unauthorised use of your account, you must notify us and you should change your password immediately. You are solely responsible for all activities that occur under your password and/or account. You shall not permit anyone else to use your account.
4. You shall not use the Platform or the Services if you are under the age of 18.

## 7 YOUR PRIVACY

Identiway is committed to respecting your privacy and the privacy of all individuals using the Platform and the Services.

More information regarding how Identiway may use your personal data can be found in the Identiway Privacy and Cookie Policy, [https://identiway.com/en/privacy\\_and\\_cookies](https://identiway.com/en/privacy_and_cookies), which is incorporated into these terms and conditions by reference.

Identiway will keep event logs as long as required by laws and regulations.



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## 8 RESTRICTIONS

You shall not:

- a. use the Platform and/or Services in any unlawful or technically harmful manner;
- b. use the Platform and/or Services for any non personal, commercial purposes;
- c. misuse the Platform and/or Services (including, without limitation, by hacking or inserting malicious code);
- d. resell the Platform and/or Services;
- e. infringe our or any third party's intellectual property rights in your use of the Platform, Services and/or its Content;
- f. frame or use any framing techniques to enclose the Platform or any part of it;
- g. take any action that in our sole discretion places an unreasonable or disproportionately large load on servers or other infrastructure used by us; or
- h. use the Platform and/or Services in any way which may cause, or be likely to cause, access to or use of the Platform and/or Services to be interrupted, damaged or impaired in any way.

## 9 CONFIDENTIALITY

The recipient of any Confidential Information will not disclose that Confidential Information, except to group companies, employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities: (a) use such Confidential Information only to exercise the rights and fulfil obligations under this Agreement, and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

## 10 COMPLAINTS AND DISPUTES

For Complaints to the Service or practice, Identiway provides on its website a simple tool to submit Complaints. A form is available on our webpage, see under Report an issue, Fill in a form. Or alternatively Identiway can be contacted via [support@identiway.com](mailto:support@identiway.com).

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Disputes related to this Service should first hand be settled by negotiations. Otherwise dispute shall be settled in the Stockholm District Court, Sweden (Stockholms Tingsrätt).

## 11 LINKS TO THIRD PARTIES

Links to any third party apps and/or websites such as banks, mobile network operators, agencies and/or authorities on the Platform are provided solely for your convenience. Identiway has not reviewed these third party apps and websites and does not control and is not responsible for these apps/websites or their content or availability. Identiway does not endorse or make any representations about them, or any material found there, any results that may be obtained from using them, or any products made available from them. If you decide to access any of the third party apps/websites linked to the App, or purchase any products from them, you do so entirely at your own risk.

## 12 DISCLAIMERS

1. While Identiway endeavours to ensure that the content on the Platform is correct, Identiway does not warrant the accuracy and completeness of such content. Identiway may make changes to the content at any time without notice. The content may be out of date and Identiway makes no commitment to update such material.
2. Before you demonstrate your identity with a third party (e.g. a bank), it is very important that you check all of the information held by that third party about you to ensure it is correct, complete and accurate. It is your responsibility to identify and correct any mistakes or errors in the information held by the third party.
3. If you are in any doubt as to whether any information is relevant or required to be disclosed or that something may be incorrect you should inform [support@identiway.com](mailto:support@identiway.com)
4. The material on the Platform is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Identiway provides you with the Platform and the Services on the basis that Identiway excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms and conditions, might have effect in relation to the Platform and Services.

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## 13 INDEMNITY

You shall indemnify Identiway against any loss, damages, costs or expenses which are awarded against or incurred by Identiway as a result of any claim or threatened claim (including any claim or threatened claim by a third party) arising out of or related to:

- a. any breach by you of any of these terms and conditions or applicable law;
- b. your misuse of the Platform and/or the Services;
- c. your infringement of intellectual property rights; and/or
- d. your failure to provide accurate, up to date information.

## 14 LIABILITY

1. Nothing in these terms and conditions shall exclude or limit either your or Identiway's liability for:
  - a. death or personal injury resulting from the negligence of the other or their servants, agents or employees; or
  - b. fraud or fraudulent misrepresentation.
2. Save to the extent that these terms and conditions state otherwise, nothing in these terms and conditions shall exclude or limit your liability under clause 12 (Indemnity).
3. Subject to clauses 13.1 and 13.2, neither you nor Identiway shall be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with these terms and conditions for any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);
  - a. any loss of goodwill or reputation; or
  - b. any special, indirect or consequential losses;

in any case, whether or not such losses were within the contemplation of you or Identiway at the date of these terms and conditions, suffered or incurred by you or Identiway arising out of or in connection with the provisions of, or any matter under these terms and conditions.

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4. Subject to clauses 13.1, 13.2 and 13.3, each party's total liability to the other in relation to all events or series of connected events occurring under these terms and conditions (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to £10,000.
5. Nothing in these terms and conditions excludes any statutory rights which may apply to your use of the Platform and/or the Services which cannot be excluded, restricted or modified by contract.

## 15 TERMINATION

1. We may terminate these terms and conditions immediately by written notice to you:
  - a. if you commit a material or persistent breach of these terms and conditions which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and/or
  - b. if you breach clause 8.1.
2. You may discontinue your use of the Platform and the Services at any time. These terms and conditions will continue to apply to past use of the Platform and the Services by you.
3. On termination for any reason:
  - a. all rights granted to you under these terms and conditions shall cease; and
  - b. you must immediately cease all activities authorised by these terms and conditions.

## 16 ASSESSMENT OF OUR SERVICE

Our Service is a Trusted service defined in the EU eIDAS regulation. (More information about the eIDAS regulation: <https://ec.europa.eu/digital-single-market/en/trust-services-and-eid>.)

The policies and standards governing this service are:

- ETSI EN 319 401 General Policy Requirements for Trust Service Providers
- ETSI EN 319 411 1/2 Policy and security requirements for Trust Service Providers issuing certificates
- Relevant ISO standards e.g. 27001

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- Relevant elements of national law in Verfügung gemäß § 11 Absatz 1 VDG (Mitteilung Nr. 208 des Amtsblatts-Nr. 11/2018 der Bundesnetzagentur)
- Regulation (EU) 2016/679 (EU GDPR)

Our Service is audited for conformity with the Certificate Policy by:

TÜV Informationstechnik GmbH  
TÜV NORD GROUP  
Langemarckstr. 20  
45141 Essen  
www.tuvit.de

## 17 MISCELLANEOUS

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by any act or event beyond our reasonable control, including non availability of the services caused by your own error, unavailability of third party platforms, errors caused by API providers (or similar), network problems or outages ("Event Outside Our Control"). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms and conditions:
  - a. our obligations under these terms and conditions shall be suspended for the duration of the Event Outside Our Control; and
  - b. we will use our reasonable endeavours to find a solution by which our obligations under these terms and conditions may be performed despite the Event Outside Our Control.
2. We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions.
3. You may only transfer your rights or obligations under these terms and conditions to another person if we agree in writing.
4. A person who is not a party to these terms and conditions has no right to enforce any term of these terms and conditions.
5. If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only

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do so in writing, and that will not mean that we will automatically waive any later default by you.

6. Each of the conditions of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
7. These terms and conditions shall be governed by and construed in accordance with Swedish law. Any complaints regarding the TRA Service can be made via email ([legal@identiway.com](mailto:legal@identiway.com)), or via the online complaint form (<https://goo.gl/forms/0Mb1xOZ4QL4iXKDL2>). Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Swedish courts and the district court of Stockholm.
8. These terms and conditions do not apply to your use of the website [www.identiway.com](http://www.identiway.com).

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## 18 CONTACT INFORMATION

This terms of us is published on Identiway website:

[https://identiway.com/en/service\\_terms\\_of\\_use](https://identiway.com/en/service_terms_of_use)

You can contact us about our Identiway Service by email to [support@identiway.com](mailto:support@identiway.com).

You can contact our data protection officer email [dpo@identiway.com](mailto:dpo@identiway.com) for more information about what personal data is stored as part of the Identiway Service.

Any complaints regarding the TRA Service can be made via email ([legal@identiway.com](mailto:legal@identiway.com)), or via the online complaint form (<https://goo.gl/forms/0Mb1xOZ4QL4iXKDL2>).

Identitrade AB

Box 3437

111 56 Stockholm

Visiting address: Jakobsbergsgatan 16 (Convendum offices, 4th)

Sweden

Phone: